The Sydney Morning Herald.

TERMS OF SUBSCRIPTION. Sydney £3 per annum; Country, £3 10s. 10 ⅌ ct. discount for payment in advance. | VOL. XXIII. | SATURDAY, MAY 6, 1848. | No. 3421 | CASH TERMS FOR ADVERTISEMENTS. For one inch and under 3s., and 1s. for every additional inch, for each insertion

FOR KIAMA.

THE packet-schooner BARD'S LEGACY will leave the Union Wharf this afternoon, at 5 o'clock, for the above port. This vessel has superior accommodations for passengers. For freight or passage, apply to the master on board, or to

G. WHITFIELD,
Gunmaker, King-street West.

May 6. 7825

FOR MORETON BAY,
A REGULAR TRADER.

THE SCHOONER WILLIAM, 90 tons burthen, Andrew Steele, master, arrived, and will sail again on the 7th instant, full or not full.

At the request and convenience of several shippers, the William will discharge and load at this wharf.

For freight or passage, apply on board, or to
JAMES COOK.

Circular Wharf, May 2. 7471

FOR MORETON BAY.
TO SAIL POSITIVELY ON WEDNESDAY, 10TH INSTANT.

THE Clipper Schooner CHAMPION, Captain P. Collis; now loading at the Albion Wharf; and will sail on the day named, full or not full, weather permitting. For freight or passage apply to

T. C. THOMAS AND CO.
Moreton Bay Packet Office,
Albion Wharf, May 5. 7820

THE FIRST VESSEL FOR MELBOURNE.

THE fine new schooner PETREL, for passengers only, having all her cargo on board, and cleared at the Customs, will sail This Day, wind and weather permitting. Apply on board, at the Flour Company's Wharf; or to

R. GRAHAM,
7793 Labour-in-Vain, Sussex-street.

ONLY VESSEL FOR MELBOURNE

THE fine new clipper schooner THETIS, Captain Collings, will sail on a change of wind.

For freight or passage, having very superior accommodations, apply to

SHEPPARD AND ALGER,
Packet Office, 470, George-street.

Shippers are requested to complete their shipments as early as possible. 6543

FOR HOBART TOWN,
TO SAIL ON TUESDAY MORNING.

THE favourite packet brig EMMA, 170 tons, R. F. Pockley, Commander, will receive cargo until three o'clock P.M. on Monday, and will sail as above. She has superior accommodations for passengers; the cabins are replete with every comfort and convenience and are supplied with beds, bed linen, &c. There is a separate cabin for ladies. The accommodations for intermediate and steerage passengers are very superior.

For freight or passage apply on board, at the Hobart Town Packet Wharf; or to

JOHN MACNAMARA,
7785 Queen-street.

FOR LAUNCESTON DIRECT.

THE fine new Schooner ROSETTA, Alexander Winchester, Master, will sail for the above port on the 10th instant.

For freight or passage apply on board, at Deloitte's Wharf, Miller's Point.

May 5. 7821

FOR ADELAIDE DIRECT.
A REGULAR TRADER.
TO FOLLOW THE PHANTOM.

THE well-known packet Brig EMMA, 135 tons register, Captain Osborne, will have quick despatch.

For freight or passage, having excellent accommodation, apply to

SHEPPARD AND ALGER,
6781 Packet Office, 470, George-street.

FOR ADELAIDE,

THE fine fast-sailing Brig DORSET will have quick despatch.

For freight or passage, apply to Captain Walsh, on board, or to

JOUBERT AND MURPHY,
George-street North.

May 6. 7787

FOR AUCKLAND.

THE brig MAUKIN, Captain Hughes, is now taking in freight at Botts's Wharf, and will sail on Thursday, 11th instant.

For freight or passage, apply to

WILLIAM WRIGHT,
7705 Lower Fort-street.

FOR AUCKLAND DIRECT.

THE fine fast-sailing teak-built barque SWALLOW, 343 tons burthen, W. D. Anderson, commander. Is now taking in cargo, and fitting up for conveyance of stock to Auckland, a considerable portion of which are engaged.

For freight, cabin or steerage passage, apply to

HENRY MOORE.

Miller's Point, April 26.

The Swallow will proceed from New Zealand to Hongkong, and would therefore take cargo and passengers for that port also. 7321

FOR AUCKLAND DIRECT.

THE FINE SHIP KINGSTON, will sail in a few days. For passage only, apply to Captain Harwood, on board. or to

GEORGE THORNTON,
7486 Custom House.

FOR AUCKLAND DIRECT,
A REGULAR TRADER,

THE well-known packet-brig LOUISA, 182 tons, W. N. Milton, Commander. This vessel landed the whole of her horses at Auckland in such superior order as to have ensured for them an immediate sale. Stalls will be fitted up for a limited number of horses on the present voyage. Fittings, hay, water, &c., will be found by the ship, and grooms of experience placed in charge.

She has superior accommodations for cabin, intermediate, and steerage passengers.

For freight or passage, apply on board, at the Hobart Town Packet Wharf; or to

JOHN MACNAMARA,
7783 Queen-street.

FOR NELSON, NEW ZEALAND.
FOR PASSENGERS ONLY.

THE fine clipper, teak-built ship WIGRAMS, A1., 300 tons, will sail for the above port in all next week. For passage only, (having very superior poop accommodation) apply to

SHEPPARD AND ALGER,
Packet Office, 470, George-street. 7888

FOR CEYLON DIRECT.

THE fine fast-sailing A1 ship EUPHRATES, 700 tons register. This vessel presents a most favourable opportunity to parties desirous of *proceeding to England by the overland route*, and the cabin accommodations are of the best description. Apply on board, to

JAMES MONRO,
Commander.

Campbell's Wharf, April 18. 6766

FOR CEYLON DIRECT.
TO SAIL ON THE 18TH INSTANT.

THE fine fast-sailing A1 ship MEDWAY, 653 tons register, J. I. Coombes, commander. This vessel having a portion of her cabin accommodation engaged by Lieut.-General Sir M. O'Connell and family, proceeding to the above port, parties desirous of engaging passages are requested to make an early application to the Commander, on board; or to

CAMPBELL AND CO.

Campbell's Wharf, May 6. 7781

FOR CEYLON, MADRAS, AND CALCUTTA.

THE fine A 1 Cumberland-built barque ENNERDALE, 343 tons register, J. G. Balliston, Commander, will be ready for sea in a few days.

She has excellent accommodation for passengers, and her stern cabin is well adapted for a family.

For freight or passage, apply to the Captain on board, at Buchanan's Wharf; or to

JAMES BUCHANAN.

Charlotte-place. 7616

FOR MADRAS AND CALCUTTA
TO SAIL WITH DISPATCH.

THE fine first-class ship KELSO, 567 tons, D. Roxburgh, commander, will take a limited number of good horses. Has excellent accommodation for passengers.

For freight or passage apply to the Captain on board, and

MICHAEL METCALFE,
7342 At the Custom House.

FOR LONDON DIRECT.

THE A1 SHIP MARMION, 388 tons, Captain Fletcher, having the whole of her dead weight and a great portion of her light freight engaged.

For freight or passage apply to

GRIFFITHS, FANNING, AND CO.;
or, to
4779 RAMSAY AND CO.

FOR LONDON.

THE A1 SHIP CHINA, 650 tons, Captain G. N. Livesay, has disengaged room for 300 bales of wool, also two poop cabins vacant, and accommodation for (8) eight steerage passengers. She will carry an experienced surgeon.

For freight or passage apply to Captain Livesay; or to

7148 SMITH AND CAMPBELL.

FOR LONDON.

THE well-know fast-sailing barque SYDNEY, 345 tons register, John White, Commander.

Will be ready to receive cargo as soon as discharged.

Apply to
FLOWER, SALTING, AND CO;
Or to
GILCHRIST AND ALEXANDER.

May 1. 7499

FOR LONDON.

THE fine first-class brig LADY MARGARET, 284 tons, Charles Mills, commander. Has a considerable quantity of freight engaged, and has commenced loading.

For freight or passage apply to
HENRY MOORE.

Miller's Point, May 3. 7617

FOR LONDON.

THE fine A1 Barque JOSEPHINE, Captain Smith, having now the greater part of her cargo on board, will have punctual dispatch on the 20th May.

Has excellent accommodations for a few cabin and steerage passengers.

Apply on board, at Town's Wharf; to
COOPER AND HOLT;
or, to
7698 LYALL, SCOTT, AND CO.

FOR LONDON.

THE fast-sailing A 1, ship, CHASELEY, 515 tons register, C. F. Aldrich, Commander.

Has now a great portion of her cargo on board, and will sail about the 1st June.

Has superior accommodation for cabin and steerage passengers. Apply to

FLOWER, SALTING, AND CO.;
OR TO
GILCHRIST AND ALEXANDER.

April 29. 7416

FOR LONDON.
FOR LIGHT FREIGHT AND PASSENGERS ONLY.

THE FINE BARQUE BLAIR, A1, 333 tons, William Mordy, Commander. This vessel has *first-rate cabin accommodations*, being built expressly for a West India passenger ship, and will sail on or about the 1st June. For freight or passage apply to the Captain, on board; to

F. EBSWORTH; or
J. B. METCALFE.

May 6. 7767

FOR LONDON DIRECT

THE fine fast-sailing A 1 teak-built ship CITY OF POONAH, belonging to Messrs. Green, of Blackwall. Christopher Nelson, commander, having most of her cargo engaged, will sail on or about the 10th June. Passengers are invited to inspect the accommodations of this vessel, and early application for the cabins is requested.

This vessel carries an experienced surgeon, and is well adapted for intermediate and steerage passengers.

For terms of passage apply to the commander on board, from the hours of eleven to two o'clock on each day, or to

BOYD AND CO.,
7761 Church-hill.

FOR FREIGHT OR CHARTER TO NEW ZEALAND.

THE A1 BRIG GAZELLE, 260 tons, Captain Wood; has spacious 'tween decks, and is well adapted for the conveyance of cattle or horses. For freight apply to Captain Wood; or,

SMITH AND CAMPBELL.

FOR LONDON DIRECT

THE fine first-class barque JANE CATHERINE, William Wilson, commander, has a portion of her cargo engaged, and will meet with quick despatch.

For freight or passage apply to
TUCKER, LINGARD, AND CO.,
7051 421, George-street.

FOR FREIGHT OR CHARTER,

THE first-class Ship BRANKENMOOR, 402 tons, Thomas Paine, Commander.

Apply to
GRIFFITHS, FANNING, AND CO.,
7774 Spring-street.

FOR FREIGHT OR CHARTER,

THE fine schooner CHEERFUL, 170 tons burthen, Captain Jones.

SHEPPARD AND ALGER,
7712 Packet Office, 470, George-street.

WANTED TO CHARTER,

TWO or three Vessels, to load at Port Adelaide, for London, Liverpool, or Swansea. Apply to

SMITH AND CAMPBELL,
Campbell's Wharf.

May 5. 7733

PYRMONT REGATTA.

TO take place on the Queen's Birth Day, 24th May.

President—W. Copeland Esq.
Treasurer—Mr. L. Parker.
Umpire—Mr. Orr.
Matthew Byrne, Secretary.

Committee — Messrs. S. Charles, S. M'Donough, W. Leyton, R. Harmon, J. Wright, J. Woolnor, J. Waller, Thomas Richards, Croft, jun.

Subscription lists are in the hands of the above gentlemen.

The rules and regulations will be published on the 15th instant. 7815

HOMEBUSH BOOTHS. — Applications for Booths at the ensuing Race Meeting will be received by the Honorary Secretary, at the Royal Hotel, on Thursday, May 11, between the hours of eleven and one. Charge £5 each.

D. C. F. SCOTT,
Honorary Secretary.

Sydney, May 4. 7684

SYDNEY MARINE ASSURANCE OFFICE.

CONDUCTED ACCORDING TO THE USAGE AT LLOYD'S, UNDER THE DIRECTION OF A COMMITTEE OF UNDERWRITERS.

POLICIES underwritten at this Office daily, between the hours of ten and five, and completed immediately upon acceptation.

SAMUEL H. SMYTH,
2685 Lyon's Buildings, 567, George-street.

No. 151.

Town Clerk's Office,
Sydney, 5th May, 1848.

HACKNEY CARRIAGE BY-LAWS.

NOTICE IS HEREBY GIVEN, that applications for Licenses for Hackney Carriages, Cars, and Omnibusses, and the owners and drivers thereof, will continue to be received at this office till the 9th instant.

The Hackney Carriage Committee of the City Council will be in attendance at Twelve o'clock at noon, on Saturday (this day), and Monday, the 8th instant, for the purpose of inspecting carriages which have not hitherto been examined.

Proprietors and drivers of carriages are requested to send in certificates signed by at least two respectable householders, testifying as to their respectability and competency, otherwise licenses will not be granted by the Council.

JOHN RAE,
7770 Town Clerk.

COMMERCIAL BANKING COMPANY OF SYDNEY.

NOTICE IS HEREBY GIVEN, that applications for Shares in the above-mentioned Company will be received at the offices of the Commercial Bank until Saturday, the 13th instant; and that all deposits on the shares allotted must be paid on or before the 15th instant, on which day the share list will be closed.

By order of the Provisional Committee,
EDWARD KNOX,
Secretary.

Sydney, May 5. 7773

M. U.
LOYAL UNITED BROTHERS' LODGE.
No. 3592.

NOTICE.—That in accordance with a resolution passed in Lodge, on Monday. 24th April, 1848, "That the Lodge be removed from Brother Host M'Makin's, Bridge-street," the Members and Brothers generally are hereby informed that the next Lodge will be held on Monday, the 8th instant, at Mr. W. Sullivan's, New York Tavern, corner of George and Argyle streets, at the usual time.

By order of the Grand Master of the Lodge.
Sydney, May 5. 7805

MR. J. EMANUEL,
SURGEON-DENTIST,
No. 345, CASTLEREAGH-STREET NORTH.

ARTIFICIAL TEETH fixed on a new principle, without giving any pain or extracting the stumps, from one to a complete set; Mr. E. having succeeded in hundreds of cases wherein others have failed.

Teeth and stumps extracted, by inhaling CHLOROFORM if required; teeth stopped with gold leaf, or Mr. E.'s cement. Teeth cleansed from tartar; instantaneous relief for the tooth-ache—one drop of this tincture applied with a small piece of wool into the cavity, will relieve the most acute tooth-ache; sold in bottles at 2s. 6d, each. Also, Soothing Syrup, for infants teething; one or two drops rubbed well on the gums, with the finger, will relieve the irritation arising from first dentition. Sold in bottles, with directions for use, at 2s. 6d. per bottle.

Mr. E.'s diploma, also his specimens of artificial teeth, set in the best quality gold, (which is the only metal fit to wear,) on view daily, all other metals changing colour and destroying the soft palate.

At home from 9 A.M. till 6 P.M.

Observe the address — 345, Castlereagh-street North, seven doors from Hunter-street. 1266

NOTICE OF REMOVAL.

MR. BELISARIO, Surgeon Dentist, has removed from Spring-street, to No. 171, Elizabeth-street, nearly opposite the Supreme Court. 7480

THE UNDERSIGNED, ever wishing to pay twenty shillings *in the Pound*, (although at the present moment incapacitated so to do), most earnestly solicits from the *well disposed* a helping hand, either in *Ships' Water Casks*, Tallow Casks, Beef Tierces, or Pork Barrels.

Kegs of all sizes, and dairy utensils of every description, always on hand.

LUKE MILWARD,
Cooper,
Opposite the Old Treasury,
George-street, Sydney.

☞ The trade as usual supplied, and great bargains to be had. 7784

THE BANK CASE.

COPIES of the nine numbers of the *Sydney Morning Herald*, containing a verbatim report of the proceedings before the Judicial Committee of the Privy Council in the appeal case of the Bank of Australasia *v.* the Bank of Australia, are on sale at the *Herald* Office. 7771

NEW AND LATEST EDITIONS OF LAW BOOKS.

P. M'CORMICK, Law and Standard Bookseller, 94, King-street East, Sydney, begs leave to inform the Legal Profession, the Magistrates, Coroners, and Clerks of Petty Sessions of New South Wales and the adjacent Colonies, that the undermentioned Law Books, by advices received, have been shipped in January last, are due, and may be had to order from him *for cash* (on arrival.) Orders containing a remittance punctually attended to—

No. 1. Abbott on Shipping. 2. Archbold's Practice. 3. Ditto Civil Pleading. 4. Ditto Criminal ditto. 5. Nisi Prius. 6. Justice of Peace and Parish Officers. 7. Ditto Bankruptcy. 8. Bacon's Abridgment of the Law. 9. Beck's Medical Jurisprudence. 10. Bayley on Bills. 11. (Chitty's) Burn's Justice. 12. Ditto Ecclesiastical Law. 13. Bythewood's Conveyancing, by Jarman and Sweet. 14. Chitty's General Practice. 15. Equity Index. 16. Ditto Pleading. 17. Ditto on Bills. 18. Ditto on Forms. 19. Ditto on Contracts. 20. Chitty, Junior, on Pleading. 21. Collyer on Partnership. 22. Comyn's Digest. 23. Daniel's Chancery Practice. 24. Dickenson's Guide to Quarter Sessions. 25. Fearne's Contingent Remainders. 26. Glover on Corporations. 27. Gude's Practice, Crown side. 28. Gurney's Short Hand, bound. 29. Harrison's Digest. 30. Hayes' Concise Conveyance. 31. Ditto Introduction to Conveyancing. 32. Ditto on Wills. 33. Jones's Attorney's Pocket Book. 34. Payley on Convictions. 35. Park on Insurance. 36. Rogers on Elections. 37. Roscoe's Criminal Evidence. 38. Ditto Nisi Prius. 39. Russell on Crimes. 40. Robinson's Magistrates' Pocket Book. 41. Seton's Forms, Decrees in Equity. 42. Sewell's Sheriff. 43. Smith's Mercantile Law. 44. Ditto Chancery Practice. 45. Starkie on the Law of Evidence. 46. Steven on Pleading. 47. Stephen's Commentaries. 48. Ditto Search for a Horse. 49. Ditto Nisi Prius. 50. Ditto Corporations. 51. Ditto Letter to His Grace of Richmond on Corporate Reform. 52. Story on Partnership. 53. Ditto Equity Pleading. 54. Ditto Bailment. 55. Ditto on Bills. 56. Equity Jurisprudence. 57. Sugden on Vendors. 58. Ditto on Powers. 59. Tomlin's Law Dictionary, 4to. 60. Ditto Popular Law Dictionary. 61. Watson on Awards. 63. West on Extracts. 63. Williams on Executors. 64. Woodfall's Landlord and Tenant. 65. Worthington on Wills. 66. Jarman on ditto, Wordsworth's Law of Joint Stock Companies. 67. Law of Party Walls, H. H. Woolrych. 68. Carron's Reports, Cases of Liabilities of the Magistrates. 69. Forms of Ecclesiastical Law, 1844, by J. T. Law. 70. Principal and Agent, Payley. 71. Townsend's Law affecting Professional Men. 72. Roberts on Frauds. 73. Saunders' Reports. 74. Addison on Contracts. 75. Coroner's Forms of Writs, Crown side, Queen's Bench. 76. Practice of ditto. 77. Boothby's Synopsis of the Law relating to indictable offences. 78. Aychbourne's Chancery Practice. 79. O'Grady's Law and Practice in Proceedings on the Crown side of the Queen's Bench, with an Appendix and Forms, 1844. 80. Adam's on Ejectment. 81. Stone's Petty Sessions. 82. Brown on Civil Actions. 83. Sewell on the Law of Coroner. 84. Crabb's Conveyancing. 85. Burton on Real Property. 86. Lewin on Trusts and Trustees.

N.B. As there are only a few copies of each work for sale (the remainder being to order) parties requiring any copies will do well to order in time, to prevent *disappointment*.

(This advertisement will not be *repeated*.) 7763

PATENT VENTILATED HATS, WITH JOHNSON'S PATENT EXUDER LININGS, WARRANTED TO KEEP THE HEAD COOL IN THE HOTTEST WEATHER.

B. MOUNTCASTLE begs to call the attention of the hat wearing portion of the public to the fact of his having succeeded in manufacturing a description of French Hats which will keep the head cool in all weathers, and are at the same time exceedingly light.

A few of the exuder linings left.

B. M. has also a large assortment of beaver hats of the very best quality, which he can finish to any shape or size.

Country dealers or the trade supplied with any quantity of hats at a short notice.

Hatters' materials—a large assortment constantly on hand.

Cloth and fancy caps, &c., &c.

French Hat Manufactory, 77, Market-street. 7814

NEW GROCERY STORE,
No. 171, BRICKFIELD HILL,

FRANCIS M'MAHON begs to announce that he has this day re-opened the premises lately occupied by M. A. Reynolds, opposite the Hay Market, with an entirely new and extensive stock of groceries, which he is determined to sell at greatly reduced prices, viz:

	s.	d.
Bowden's superior sugar, per lb.	0	3
Company's pieces ditto	0	3
Good Congou tea	1	0
Ditto green ditto	1	0
Superior counter teas, reduced from 1s. 6d. to	1	3
Good butter, per lb	0	6
Bathurst cheese, ditto	0	6
Prime bacon, ditto	0	6

With every other article in the trade at equally low prices. 7768

CAMDEN PARK FRESH BUTTER,
FROM THE CELEBRATED DAIRY OF MESSRS. M'ARTHUR.

THE undersigned begs to intimate to families, hotel-keepers, and others, that they may be supplied with this superior roll butter, at their residences, regularly every week.

Also, he has just received one load of prime bacon, and a load of cheese, from Bathurst, as good as English.

On hand, a well selected stock of groceries, of the first quality, at

360, George-street,
Opposite the Market,
7828 THOMAS JONES

ROASTED COFFEE. — Shopkeepers supplied with very superior Coffee, either ground or whole, at a very low wholesale price.

PORTER AND PEEK,
7765 Importers and Dealers.

PATNA RICE, PATNA RICE.— Just landed, ex Gazelle, from Calcutta, and on sale at the stores of

T. TAYLOR,
Australian Grocery and Provision, and Wine and Spirit Warehouse, 91, King-street, corner Bank-court. 7786

ON SALE, at the Cooperage of the Undersigned—

1,400 White Oak Pipe Staves, 5½ feet long by 3 inches thick, now landing ex Brankenmoor
10,000 New Orleans White Oak hogshead Staves, ex Penyard Park and Eleanor Lancaster
2,000 New York puncheon Staves
Ships' Water Casks, Beef Tierces, Tallow Casks, Truss Hoops, &c., to suit purchasers.

JOHN WILLIAMS,
Lower George-street, opposite the site of the Old Gaol.

May 5. 7812

WALTHALL'S TOBACCO.

MR. HENRY FERRIS, of Pitt-street, Sydney, is appointed agent for our Negrohead Tobacco, and has been instructed to warrant every keg, if required. This tobacco has been manufactured by an American gentleman, who has been employed at it nearly all his life, and purchasers will find it equal, if it does not surpass, a great deal of tobacco imported from America—and at one-third the price.

CLARKE AND WALTHALL.

May 5. 7808

GARLIC! GARLIC!!

ON SALE, about two hundred weight of Garlic.

HENRY FERRIS,
Stores, Pitt-street, near the Theatre, down the Gateway.

May 5. 7809

HAIR SEATING.

FOR SALE, Hair Seating, various widths, at the Stores of the undersigned.

GEORGE SMALL,
7813 4, Jamison-street.

OATS! OATS!! OATS!!!

FOR SALE, ex Emma, from Hobart Town. Apply on board, at the Queen's Wharf. 7807

[ADVERTISEMENT.]

FOR SALE, a pair of powerful well-matched Carriage Horses. To be seen at Canket's Livery Stables, Prince-street. 7806

FOR SALE, an English-made four-horse power portable Thrashing Machine. Apply to

JOHN STRUTH,
Engineer

Sussex-street, December 18. 9723

PURE BRED MERINO RAMS.— For sale at Richlands, near Goulburn, and at Nangus, near Gundagai, thorough bred rams of unmixed Merino blood. Application to be made at Richlands, to George Martyr, Esq.; and at Nangus to Mr. James Macdonald, the superintendents at the respective stations.

JAS. AND WM. MACARTHUR.

Camden, 6th March. 4248

TO MERCHANTS, CAPTAINS, AND OTHERS. SHIPPING STOCK TO NEW ZEALAND.—The undersigned begs leave to state for their information, that he has a large quantity of Stock, Cattle, and Horses, which he will sell on very reasonable terms, deliverable in a stockyard on the beach at Newcastle, where they can be shipped. He will also engage to supply any ship with good Lucerne, at the average market price, deducting the price to Sydney. The terms will be cash on delivery.

JOHN SMITH.

Newcastle, May 1. 7613

WOOL AND SHEEPSKINS.—The undersigned will purchase for cash, washed and unwashed wool, and sheepskins, and will advance on consignments of wool to his friends in England.

ABRAM BRIERLEY,
6549 Sussex-street.

WOOL, &c.—The undersigned is a Cash buyer of Wool; or will make liberal advances on WOOL or PRODUCE, consigned to his friends in England.

Wools re-packed and sorted.

THOMAS HOLT, JUN.
244 136, George-street South.

THE undersigned will purchase Wool Tallow, and other Colonial Produce, or will make liberal Cash advance thereon, if consigned to Messrs. D. Cooper and Co., London.

COOPER AND HOLT,
Waterloo Warehouse.

THE undersigned will make advances on wool, tallow, and other produce consigned to Mr. Robert How, London.

ROBERT HOW AND CO.,
9560 Lower George-street.

MONEY.—£1000 and £400 to be lent on city freehold property. Apply to

ARCHIBALD LITTLE,
7737 126, King-street, Sydney.

£500.

THE above, in several sums, if required, is ready to be advanced on Sydney and Parramatta Property. Apply at the Office of Mr. LEATHWAITE, Solicitor, Parramatta.

May 5. 7759

NOTICE.—MR. C. NIGHTINGALE has been appointed collector of subscriptions to the Sydney Infirmary and Dispensary for the current year.

N. B.—Subscribers are informed that the collector's receipt will be sufficient.

THOMAS WOOLLEY,
Treasurer.

Sydney, April 27. 7890

NOTICE.—The undersigned have this day entered into partnership as Solicitors, under the firm of Home and Wadeson.

JAMES STIRLING HOME,
SAMUEL WADESON.

William-street, Bathurst,
April 29. 7399

NOTICE TO CREDITORS.

THE Creditors of Mr. H. H. Kater, Caleula, Molong, are requested to send in their claims on or before the 20th proximo, directed to the office of Mr. J. N. M'Intosh, Solicitor, Bathurst.

Bathurst, April 29. 7552

NOTICE.—All persons found trespassing on my lands at Cooler, in the district of Bligh, with sheep or cattle, will be prosecuted, and the stock impounded.

Persons are peremptorily desired to keep the road.

NELSON S. LAWSON.

Prospect, April 10. 6402

BARQUE TROPIC.

ALL accounts against this vessel must be rendered in duplicate by noon this day, to

GILCHRIST AND ALEXANDER,
760, George-street.

May 6. 7795

NOTICE TO SHIPPERS PER ROBERT SYERS.—Shippers per Robert Syers are particularly requested to send in the bills of lading for signature on or before Tuesday next, the 9th instant.

7795 M. JOSEPH.

NOTICE.—DISTRICT OF YASS.— The Subscribers to the *Sydney Morning Herald*, resident in the above district, are informed that Mr. THOMAS LAIDLAW has succeeded the late Mr. Harrison, as Agent for this Journal.

KEMP AND FAIRFAX.

May 1, 1848.

COTTAGE TO LET.—To be Let, a very neat and pleasantly situated Verandah Cottage, in Burton-street, Riley Estate, South Head Road, comprising six rooms, with kitchens, good water, gardens, &c., having a delightful view of the harbour, and within five minutes' walk of all the Courts. Apply on the Premises; or of Mr. STEELE, sign of the Rising Sun.

Immediate possession may be had. 7760

ALL Letters and Newspapers for Mr. W. WALKER, late of Lower George-street, are to be addressed to him at Bailey Park, St. Mary's, South Creek. 7791

MR. PETER SIME is particularly requested to call at Gill's Hotel, Pitt-street, a friend from the country desiring to see him immediately.

May 5. 7779

WANTED, for the interior, a Governess, she must be fully competent to instruct in the usual branches of a good English Education, Music, &c. She will be treated as one of the family.

A Married Couple without incumbrance.

Also, four men, who have been accustomed to milking, &c.

Cook, Laundress, and a General House Servant.

SMITH AND HUGHES,
Registry Office,
7756 Sussex-street North, near Erskine-street.

WANTED, in a gentleman's family residing in Sydney, a respectable young woman as nursemaid. Good recommendations indispensable. Enquire for the name and address at Mr. MEARS'S, Manchester House, opposite the Theatre. 7782

WANTED.—Two or three active youths from twelve to fifteen years of age, as apprentices, to be employed in a vineyard and garden on the River Hunter. These youths will be taught gardening in all its branches, the growth and treatment of vines, and the manufacture of wines. Also, wanted two or three farming men. Apply to Mr. HENRY FERRIS, Pitt-street, about ten in the morning. 7686

WANTED, a Housemaid. Apply to Mrs. J. DALGARNO, Kent-street, near the Gas Works. 779

WANTED, two Gardeners. Apply to Alderman BROUGHTON, 408, George-street. 7691

WANTED, a sober industrious married man, without incumbrance, to make himself useful in a shop, and to act occasionally as drayman. Must be used to business, and know the town well. Apply, by letter to B. B., *Herald* Office.

May 5. 7824

TEN POUNDS REWARD.—Stolen or Strayed, in January, 1847, from Ermington, Clarence River, one bay Gelding, with black points, short switch tail, and branded like NP conjoined on the shoulder. Also, in August, 1847, one bay gelding, with black points, long switch tail, and a thick neck, branded under the mane WEL; the lower part of the last letter is rather indistinct. On conviction of the party or parties concerned in stealing either horses I offer a reward of £5; or if strayed, 30s. will be paid on delivery of either to the undersigned.

7832 J. T. PLOMER.

FIVE POUNDS REWARD.—Stolen from the Bark Huts Boiling Establishment:—A Cart Horse of the following description, about seventeen hands high; seven years old; colour, dirty brown; star on forehead; off hind fetlock white, and a little bent outwards; sand cracks in both the fore feet; white saddle marks; branded H on the shoulder; long tail, some of the hair rubbed off. Whoever will deliver the above Horse here, or to any responsible person, will receive £3 if strayed; and £5 if stolen: during the same night two saddles and a bridle were stolen from this establishment.

JOHN HAMILTON.

Bark Huts, April 24. 7197

SADDLE LOST.

ONE POUND REWARD.—Lost, on Friday morning, the 28th April, at or near Penrith, a valaise and coat, also a second-hand saddle, by Peate, London, very heavy; has a jagged scrape of a spur on the stuffed part of the right flap, about an inch in length. The finder will receive the above reward on application to Mr. ANDERSON, Penrith; Mr. LANDERS, South Creek; or, Mr. IBBOTSON, Deloitte's Wharf, Sydney. 7615

STRAYED, a wall-eyed roan Pony, stands about fourteen hands high, and is branded C on shoulder. Any person leaving the same at Mr. SMITH'S, Livery Stables, corner of Elizabeth and King streets, will receive 10s. reward. 7736

MISSING,
A LARGE SILVER GRAVY SPOON WITH A STRAINER IN ITS CENTRE.

MR. LYONS having some months since lent a spoon of the above description to some person who has not yet returned it, he will thank the borrower, when this meets his eye, to do so without further delay.

567, George-street, May 5. 7776

BOARD AND LODGING, OR LODGING ONLY.—A single gentleman can be accommodated with a bed-room and sitting-room, with attendance; or two gentlemen with board and lodging, at 15s. per week each, in the house of a respectable family, where there are no young children. The house is situated near the Court House, Darlinghurst, in the midst of a beautiful garden. Apply by letter, pre-paid, to T. G., *Herald* Office. References will be given and required. 7772

OFFICE AND STORE TO LET.—To let, in a central situation, a newly built store, with three floors, slated roof, and a most convenient office. Apply at 364, George-street, opposite the Market. 7665

TO CAPITALISTS.—Balmain and City property for Sale, offering the best investment for capital.

A Mercantile establishmet TO LET.

For particulars apply to
J. B. VILES,
Kent-street North.

Sydney, April 25. 7537

HOUSE AND EXTENSIVE SHOP.—TO BE LET, for a term or otherwise, the premises No. 577, GEORGE-STREET, many years in the occupation of Mr. William Hebblewhite, now of Captain Birkenshaw, opposite the *Herald* Office.

Immediate possession can be had. Apply on the premises, or to the proprietor, Mr. T. Trood, Printer, King-street.

February 18. 3258

TO LET, two Houses in the most healthy part of Sydney, situated in Victoria Terrace, Miller's Point. For particulars enquire on the premises. 6514

TO LET, with immediate possession, a House in George-street North, opposite Campbell's Wharf, commanding a delightful view of the harbour. It is well adapted for a family, and has the water laid on—now occupied by Mr. F. W. Pettigrew, Surgeon, who is leaving Sydney for Wollongong. Apply on the premises. 7784

THE "North Inn," corner of Parramatta and Great North Roads, to let. Possession can be given on the 1st July next. For terms, &c., apply at Mr. S. LYONS'S Auction Mart, 567, George-street. 4684

FAIRFIELD HOUSE, WINDSOR.— To be let, with immediate possession, Fairfield House, with out-houses, eight-stalled stable, and coachhouse and three grazing paddocks adjoining, lately occupied by the Rev. M. Adam. Rent and other particulars to be had on application to Mr. Nonnaca, Solicitor, Windsor. 7840

TO LET, for a term of years, the premises now occupied by Mr. George Evans, Rectifier, Pitt-street. Possession given on the tenth of August. Apply to Mrs. ALLAN, Fort-street. 7927

TO BE LET, in Elizabeth-street North, a house, containing seven rooms, with detached kitchen and servant's room over, with back entrance.—Rent moderate. Apply to Mr. WALLIS, builder.

May 1. 7529

TO LET, a House at Woolloomooloo, containing nine apartments, with cellarage, out-offices, and large yard. Rent moderate; fourth house beyond the Museum, nearly opposite the Museum Hotel, William-street, Woolloomooloo. Enquire on the premises. 7687

TO LET, a House in Bourke-street Surry Hills, containing five rooms and attic, detached kitchen, and servants' room over, a two-stalled stable, coach house, with loft over, a good yard, well of water, and large garden in front. Rent sixteen shillings per week. Apply to Mr. JAMES BLUCK, Crown-street. 7766

TO LET.—The Cottage and Offices formerly occupied by Dr. Cumberland, and latterly by Mr. Peek, situate at Waverly; and, a smaller Cottage, near the above. Enquire of JOHN MACKAY, Esq., 21, Macquarie-place. 7760

TO LET, for three or five years, MORNINGTON, within sixteen miles of Braidwood, on the Shoalhaven River; the estate contains 1280 acres of excellent land, with a cottage, paddocks, &c.; an extensive back run is attached.

Apply to the undersigned, if by letter, post-paid.

RICHARD SADLEIR,
Liverpool.

N.B.—Two allotments in Redfern for sale. 7769

TO BE LET OR SOLD, the small Farm on the Lower Hawkesbury, near to Wiseman's Ferry, called the Mill Bight. It consists of about ten acres of the very best and most productive land, and is well known as one of the most desirable and prettily situated spots on the above river. There is a neat cottage built upon the land, with garden and some very productive fruit trees. The tenant or purchaser may have about four acres of maize crop, now growing, at a valuation, and immediate possession can be given. Apply to Mr. R. A. A. MOREHEAD, O'Connell-street, Sydney. 7780

SALES BY AUCTION

TO DEALERS AND OTHERS.

MR. H. A. GRAVES will sell by auction,

THIS DAY, SATURDAY, 6TH MAY,
On the South Head Road, next door to the Green Gate, opposite the New Barracks,
At half-past 10 o'clock,
Without the least reserve,

On account of the Proprietor giving up business,

A quantity of Household Furniture, consisting of cane-bottomed chairs, chest of drawers, bedstead and bedding, a child's cot, dressing tables, looking glasses, cut decanters, tumblers, wines, water bottles, and a superior double-barrelled gun.

Also, a quantity of crockery and kitchen utensils, and fittings for a butcher's shop, scales and weights, steelyards, &c. 7823

HORSES, &c.

MR. STEWART will sell by auction, at his Stables, in York-street,

THIS DAY,
At 11 o'clock,

A pair of cob or phaeton horses, a gig or phaeton horse, seven saddle horses, two saddle mares, a lady's horse, with side saddle; five harness horses, one carriage harness, a few hogskin saddles.

And,

A handsome Dog Cart. 7817

ENTIRE HORSE.
BY AUCTION.

MR. STEWART will sell, at his Stables, in York-street,

THIS DAY,
At 11 o'clock,

NORFOLK HERO, a very splendid entire, imported by the late Mr. C. Smith. His Stock has been very much admired, as combining immense strength with first-rate action. 7816

SADDLE HORSES.
BY AUCTION.

MR. STEWART will sell, at his Stables, in York-street,

THIS DAY,
At eleven o'clock.

DOCTOR SYNTAX, the well-known grey gelding, a perfect hackney, and fit for any gentleman's riding.

Also,

TIGER, a very superior and handsome hackney, by Theorem, out of a Satellite mare.

This horse was intended for last Saturday's sale, but did not come forward. 7818

12 MARES,
12 FILLIES,
8 COLTS.

MR. STEWART will sell the above lot of excellent HORSES, at the Cattle Market,

ON FRIDAY NEXT,
At 12 o'clock.

The Mares are by the imported horses Cleveland, Admiral, Clydesdale, Portly, and the Arab horse Legislator, out of Hector and Arab mares, and are stinted to Young St. John and Young Blyth: several are broken to saddle and harness, and have foals at foot. The fillies and colts are by George the Fourth, a Hector-bred horse, and a son of Emigrant. Having been reared on a superior farm in the interior, they are all full grown, and in good condition. 7819

18 HEAD OF HORSES,

MR. ARMSTRONG will sell, on

WEDNESDAY NEXT, THE 10TH INSTANT,
At Twelve o'clock,
AT THE REPOSITORY,

5 Mares
13 Horses.

They are from four to five years old; the greater part of them broken in to saddle and harness; they are powerful and well-bred, suitable for the saddle, carriage, and general draught purposes.

They have this day arrived at Mr. Cutts's, Parramatta-road, opposite Homebush Racecourse, and will be in yards of the Repository, early on the morning of sale.

May 5. 7826

HORSES FOR INDIA.

25 FIRST-RATE HORSES will be in the Veterinary Repository during the week from the justly celebrated stud of Mr. Andrew Badgery, of Braidwood. They are out of his well known mares, and were got by his imported thorough-bred horse Doncaster. They are four, five, and six years old, well grown, powerful, and compact.

Mr. Badgery will have them at the Repository some days before the sale, so that intending purchasers may have an opportunity of trying them either in saddle or harness, as he feels confident the superiority of their shape, breed, action, temper, and breaking in, must gain the admiration of really good judges.

They will be sold by auction on THURSDAY, the 11th May, by Mr. ARMSTRONG, Veterinary Surgeon. 7691

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SHIPPING INTELLIGENCE.

ARRIVALS.

May 5.—Louisa, brig, 182 tons, Captain Millton, from Auckland the 20th ultimo. Passengers—Mr. J. H. Eccleston, Mr. Brodigan, Mr. Newell, and Mr. Belcher.

May 5.—Cheerful, schooner, 123 tons, Captain Jones, from Auckland the 13th ultimo. Passengers—Mr. Shephard, Mrs. Chasely, and three stockmen.

May 5.—Emma, brig, 121 tons, Captain Osborne, from Adelaide the 20th ultimo.

May 5.—Queen, barque, 428 tons, Captain Main, from Glasgow the 8th January, and Port Phillip the 28th ultimo. Passengers—Miss Goodwin, Mr. M. H. Lowe, and Mr. J. Short.

May 5.—Deborah, schooner, 121 tons, Captain Nagle, from Auckland the 6th, and the Great Barrier the 14th ultimo. Passengers—Mr. P. Abercrombie, Mr. W. C. Hayes, and Mr. E. Clarke.

May 5.—Dorset, brig, 82 tons, Captain Walsh, from Adelaide the 22nd ultimo. Passengers—Mrs. Walsh, Mr. J. Taylor, Miss E. Taylor, Mr. J. M. Solomon. and Mr. H. Raphael.

May 5.—Rosetta, schooner, 73 tons, Captain Winchester, from Adelaide the 19th ultimo.

May 5.—Hyderabad, ship, 815 tons, Captain Castles, from Auckland the 22nd ultimo, in ballast.

DEPARTURE.

May 5.—Minerva, schooner, 82 tons, Captain Birkenshaw, for Auckland. Passengers—Messrs. James and William Shaw, and John Metcalfe.

PROJECTED DEPARTURES

This Day.—Munford, for Hobart Town; Petrel, for Port Phillip.

To-morrow.—Thetis, for Port Phillip.

COASTERS INWARDS.

May 5.—William the Fourth, steamer, 54, Sullivan, from Wollongong, with 125 bags grain, 40 casks ale, 6 tuns bark, 30 trusses hay, 104 kegs butter, 30 pigs, 10 calves; Bride, 19, Bowden, from the Hawkesbury, with 90,000 shingles; Dove, 13, Hart, from Broken Bay, with 400 bushels shells; Jane Scott, 37, Williams, from the Bellinger River, with 16,000 feet cedar; Stranger, 27, Croad, from the Hunter, with 900 bushels maize, 250 bushels wheat; Jenny Lind, 33, Peattie, from the Hunter, with 470 bushels maize, 290 bushels wheat, 2 tons bran; Mary Jane, 32, Kelly from Newcastle, with 42 tons coals; Calypso, 105, Lown, from Newcastle, with 110 tons coals; William, 21, Damon, from Newcastle, with 28 tons coal; Australia, 45, Williams, from Newcastle, with 70 tons coals; Elizabeth, 32, Hutton, from Newcastle, with 40 tons coals; Thistle, steamer, 127, Mulhall, from Morpeth, with 26 casks tallow, 43 trusses hay, 40 bales wool, 20 bundles sheepskins, 150 bags bran, 150 bushels grain, 200 sheep, 30 pigs.

COASTERS OUTWARDS.

May 5.—William the Fourth, steamer, 54, Sullivan, for Wollongong, with sundries; Elizabeth, 32, Hutton, for Newcastle, in ballast; Dolphin, 17, Sugden, for Kiama, in ballast; Paterson Packet, 41, Brown, for the Paterson, with 25 chests tea, 8 casks beer; Comet, 34, Matthews, for the Tweed River, in ballast; Mary Jane, 32, Kelly, for Newcastle, in ballast; Dove, 13, Hart, for Broken Bay, in ballast; William, 20, Damon, for Newcastle, in ballast; Australia, 45, Williams, for Newcastle, in ballast; Jane Williams, 33, Lowther, for Williams River, with sundries.

IMPORTS.

May 5.—Louisa, brig, 182 tons, Captain Millton, from Auckland: 1 cask tortoiseshell, J. Macnamara; 3 hogsheads brandy, 10 kegs tobacco, James Cook; 6 cases and 2 hogsheads wine, R. H. Pollard; 25 empty casks, W. Wright; 1 box moulds, R. Waterston; 2 half-tierces tobacco, 2 hogsheads brandy, 4 quarter-casks wine, 1 cask hardware, 5 tons potatoes, 2 tons onions, Order; 1 hogshead and 2 quarter-casks wine, 2 hogsheads brandy, 10 kegs and 5 boxes tobacco, 2 casks colours, 10 cases lemon syrup, 1 box stationery, 5 hogsheads brandy, original cargo from Sydney.

May 5.—Cheerful, schooner, 124 tons, Captain Jones, from Auckland: 2 bales woollens, 2 bales slops, 2 bales leather, 1 ton onions, Woods and Meehan; 6 packages wool, J. Shepherd; 1 package brassware, 6 packages wool, Order.

May 5.—Emma, brig, 121 tons, Captain Osborne, from Adelaide: 100½ tons lead ore, T. Woolley; 119 bags barley, R. and E. Tooth; 147 bags flour, J. Sauerbier.

May 5.—Deborah, schooner, 121 tons, Captain Nagle, from Auckland and the Barrier: 10,000 feet timber, A. Bliss.

May 5.—Queen, barque, 429 tons, Captain Main, from Glasgow via Port Phillip: 4 casks spirits, 268 hogsheads beer, 303 casks bottled beer, 8 puncheons B.P. rum, A. Brierley; 250 boxes window glass, 110 packages paper, 5 boxes cottons, 3 butts 1 pipe and 8 quarter-casks wine, 4 quarter-casks B.P. rum, 3 casks 7 hogsheads and 2 crates earthenware and glassware, Gilchrist and Alexander; 1 truss twine, 3 bales linens, Smith, Brothers, and Co.; 1 cask spirits, W. Taylor; 95 packages cordage, 18 puncheons spirits, 17 casks soda ash, 16 boxes shoes, 2 ploughs, 1 box haberdashery, 39 casks and 10 boxes colours, 1 cask brushes, 120 tons pig iron, R. How and Co.; 18 quarter-casks and 2 hogsheads wine, Lyall, Scott, and Co.; 10 casks spirits, Buyers and Lockhead; 1 box stationery, 4 boxes books, Smith and Campbell; 5 tierces and 170 kegs colours, 26 boxes pipes, Hugh Dixson; 2 packages (steam engine), D. Rodgers; 4 boxes straw hats, George Small; 230 kegs gunpowder, Rowand, Macnab, and Co.; 1 box apparel, J. Cockburn; 175 boxes pipes, 24 bags corks, 2 casks and 1 hogshead beer, Order.

May 5.—Dorset, brig, 82 tons, Captain Walsh, from Adelaide: 86 tons copper ore, Smith and Campbell: 70 bags bran, Order.

May 5.—Rosetta, schooner, 73 tons, Captain Winchester, from Adelaide: 80 tons copper ore, Captain Tulloch.

VESSELS LAID ON FOR LONDON.

Saturday, May 6.

China, barque, 650 tons, Livesay; 350 tons copper ore, and 1603 bales wool, on board.

Marmion, ship, 388 tons, Fletcher; 114 casks tallow, 130 tons copper ore, 42 bundles whalebone, and 784 bales wool, on board.

Tropic, barque, 382 tons, Robertson; 203 casks sperm oil, 36 tuns cocoanut oil, 346 casks tallow, 677 bales wool, 1132 spokes, 5270 treenails, 1600 horns, 8 tons gum, and 300 bags bones and hoofs, on board. Full ship.

Blair, barque, 331 tons, Mordy; 120 tons copper ore, 68 tons tallow, and 330 bales wool, on board.

Josephine, barque, 310 tons, Smith; 160 tons copper ore, 10 casks tallow, 1000 treenails, and 500 bales wool, on board.

Chaseley, ship, 515 tons, Aldrich; 45 tuns sperm oil, 65 bales wool, 1200 bags wheat, 13 casks and 7 bags gum, and 28 casks tallow, on board.

City of Poonah, ship, 578 tons, Nelson; 150 tons copper ore, 16 casks tallow, and 14 tuns oil, on board.

Lady Margaret, brig, 284 tons, Mills; 20 tons copper ore, on board.

Jane Catherine, barque, 350 tons, Wilson; not commenced loading.

Sydney, barque, 345 tons, White; not commenced loading.

SHIPS' MAILS.

Mails will be closed at the Post Office as follow:—

For Hobart Town.—By the Munford, this morning, at eleven.

For Port Phillip.—By the Thetis, this evening, at six.

For London.—By the Tropic, (P.O.P.), on Monday evening, at six.

For Port Nicholson.—By the Robert Syers, on Tuesday evening, at six.

Vessels for London.—The Tropic, being a full ship, will clear at the Customs this day, and proceed to sea early on Tuesday morning. The Marmion and China will be the next vessels to follow, and are expected to sail about the 25th instant. The Chaseley, Blair, and Josephine will all get away about the 1st June. The City of Poonah has the whole of her dead weight in, and will immediately commence filling up with wool: several of her cabins have already been engaged, and she will positively sail about the 10th June. The Lady Margaret has commenced taking in copper ore, ex Medway. The Sydney and Jane Catherine will commence loading for London on the discharge of their inward cargoes.

The Queen reports having exchanged signals with the ship Mazeppa, hence for Adelaide, off Twofold Bay, on Tuesday morning, and at noon the same day, passed the steamer Shamrock, hence for Port Phillip, off the Pigeon House.

The schooner Martha and Elizabeth, hence the 30th Maach, and the Clarence, hence the 10th ultimo, arrived at Port Phillip on the 26th. The latter was to sail again for Sydney on Tuesday last; the former would proceed to Circular Head, and from thence return to this port with a cargo of potatoes A brig, supposed to be the Christina, hence, was going into Port Phillip as the Queen sailed on Friday last. The ship Marion sailed from Port Phillip for London on the 27th ultimo.

The Hyderabad has made an excellent voyage to and from Auckland, having completed it in thirty days, and landed the whole of her stock in good condition, with the exception of thirty-seven head of cattle. She reports having spoken the barque Marchioness of Douglass, hence, for Auckland, the 9th ultimo, about thirty miles from that port, at noon, on the 22nd, with a five per cent. loss of stock. On the 27th ultimo, in lat. 32· 39' S., long. 163· 32' E., the Hyderabad sighted a barque apparently bound for Auckland, and supposed to be the Tasmania, hence the 18th ultimo. The brig Richard Dart, Heald, from London the 1st January, arrived at Auckland on the 20th April. The barque Ralph Bernal, sailed from Auckland for Sydney, two days before the Hyderabad. The barque Ganges had cleared for Newcastle, and was to sail on the 23rd ultimo. The barque Cacique was to sail for Sydney three days after her.

The Dorset reports the schoner Titania, hence the 2nd ultimo, as having arrived at Adelaide on the 21st.

The Rosetta spoke the schooner Phœbe, hence for Port Phillip, off Wilson's Promontory, on the 26th ultimo; and on Wednesday last, passed the schooner Brothers, from Adelaide, for this port, off Jervis Bay.

The brig Essington, hence, arrived at Portland Bay on the 21st ultimo.

The schooner Munford, for Hobart Town, will clear at the Customs this morning at ten o'clock; and, wind and weather permitting, proceed to sea forthwith.

DIARY.

MEMORANDA TO NEXT PUBLICATION.

May.		SUN rises	SUN sets	HIGH WATER morn	HIGH WATER even
6	SATURDAY	6 46	5 14	10 16	10 33
7	SUNDAY	6 47	5 13	10 51	11 10

Moon, First Quarter, 1 m. past 1, P.M., May 10.

THE

Sydney Morning Herald.

SATURDAY, MAY 6, 1848.

"Sworn to no Master, of no Sect am I."

We this morning conclude the report of the proceedings in the Bank Case, which have extended to a most inconvenient length, but as they will undoubtedly form a most important feature in the history of the colony, we have felt it our duty to present them to our readers in full. The report occupies upwards of a hundred columns of small type, and would fill an ordinary octavo volume of four hundred pages. Although we have given six supplements we have been compelled to postpone and omit a large quantity of matter, but we hope to be able to bring up arrears on Monday and Tuesday. Several articles, already in type, and the report of yesterday's proceedings in the Legislative Council, have been unavoidably postponed.

Erratum.—In the amendment suggested by our leading article of yesterday, in Mr. Lowe's second resolution on the Land Question, the word "lessor" is printed instead of *lessee*.

LEGISLATIVE COUNCIL.

FRIDAY.

After some preliminary business,

Mr. COWPER moved that the Council resolve itself into a Committee of the whole for the consideration and adoption of an address to Her Majesty upon the Quit-Rent Regulations. Mr. Murray seconded the motion, which was opposed by the Colonial Secretary, and spoken to by Mr. Dangar, Mr. Murray, Mr. Lowe, Mr. Donaldson, Mr. Robinson, the Attorney-General, Mr. Bland, Mr. Bowman, Mr. Wentworth, Mr. Macarthur, and Mr. Cowper in reply, after which the motion was put and passed, and the House went into committee. Several clauses of the proposed address were agreed to, and its further consideration was postponed until Tuesday, to which day the Council adjourned.

LAW INTELLIGENCE

PRIVY COUNCIL.

Whitehall, 14th December, 1847.

Before Lord Brougham, Lord Campbell, Lord Langdale, Sir S. Lushington, and The Honorable T. Pemberton Leigh.

BANK OF AUSTRALASIA ...... APPELLANTS,

v.

BANK OF AUSTRALIA AND ORS. . . RESPONDENTS.

(Continued.)

Mr. Bethell—That is part of it my Lord.

Lord Brougham—It appears upon the passage of the evidence to which both sides refer that the notice given was to let in the copy.

Mr. Bethell—We required here the minutes to be produced.

Lord Brougham—See how it stands on the minutes; they say—Oh! but you have not given notice, then comes notice to produce the minutes "admitted; called for, not produced."

Mr. Bethell—It is perfectly true that the requisition for the production of the minutes at that very particular time might have been for the purpose of using them.

Lord Brougham—Now that is to tell us that you mean to make it rest on something else.

Mr. Bethell—Not in the slightest degree. It is not the repelling the charge in this way that in the slightest degree affects my argument, for that repelling proceeded upon an entire misapprehension of what was the nature of the argument. I produce to your Lordships in the course of the evidence here five or six instances in which minutes of their proceedings were called for and withheld.

Sir F. Kelly—All that I desire from my learned friend is this, that if he charges the Company with having refused to produce some evidence that was called for, by which he says that evidence was excluded, that he will point out what evidence was called for.

Lord Brougham—I suppose he is going to do that.

Mr. Bethell—My Lord, resuming what I was saying, I collect from various refusals to produce the minutes of the directors, though certainly it is true that each of those applications was made with reference to a particular thing at the time, yet I collect from the refusal to produce them whenever they were called for, a general refusal to produce those minutes. Now if my learned friend had taken the pains of pointing it out, I must assume that he knows the evidence. I have pointed out here a refusal to produce the minutes.

Lord Campbell—On that occasion a copy was given in evidence.

Mr. Bethell—What appears, my Lord, is this: It appears that Mr. Falconer had, at a particular time anterior to the 30th October, 1843, taken some extracts of the appointment of chairman, and one or two other things to which I shall presently refer. Mr. Walker proves that he gave some extracts to Mr. Falconer: some of those are given, but we had not the opportunity of proving what was in the minutes, those extracts being some three particular things only which Mr. Walker now gives to Mr. Falconer; but the argument that I use, and the complaint that I make, remains totally unaffected by this attempt to show, on the part of Sir Fitzroy Kelly, that the requisition for these minutes was in this case limited to particular things, for my complaint is that you have ascribed to me, the Bank of Australasia, the imposing of certain conditions on you, whereas it turns out that these things, which you call conditions, were proposals made by yourselves to your own proprietors, which proposals were entertained at a particular meeting, and of which meeting you do not produce the minutes, or the resolutions adopted, although you refer to them, and that you have manifested the same refusal to produce evidence I prove by referring to these multiplied instances in the course of the proceedings in which you have refused to produce the minutes whenever called upon.

Lord Langdale—They say there was a meeting of the 15th of March; there were minutes of it, which were not produced, and they make imputations which the production of those minutes would have cleared up, and you say you gave them notice to produce them. Now have you any evidence at all that there was notice to produce those minutes?

Mr. Bethell—Nothing, my Lord, but in the general way I have stated to your Lordships.

Sir F. Kelly—We called for papers, of which we gave notice of production, and they were not produced.

Mr. Bethell—Now is that so, Sir Fitzroy?

Sir F. Kelly—Yes it is.

Mr. Bethell—We are now on this particular copy.

Sir F. Kelly—I only say do not charge us with refusing to produce documents, because if you do I deny it.

Lord Langdale—Mr. Bethell says he admits he cannot prove that a distinct notice was given.

Sir F. Kelly—Nor called for; the notice is what is given before the trial, in order to lay the foundation of a call at the trial for the production of a document.

Mr. Bethell—Nothing is more common than in the course of a particular argument to interpose, in order to distract attention from it; now I am indifferent about this. I have proved what I stated, and I repeat again what I did state, in order that my learned friend Sir Fitzroy Kelly's interruption, and erroneous representation of what I stated, may not be confounded with what I was observing to your Lordships. I told your Lordships that I had been charged with a fraudulent proceeding of imposing upon this Bank a condition. I told your Lordships that the charge was unfounded, because it turns out on the evidence that the proposal to stop was a thing communicated to us by the directors of the Company as what they entertained, and intended to submit to their proprietors. I told your Lordships also that it appeared that a meeting had been held for that purpose, at which meeting certain resolutions were passed, but which the individuals making the accusation have not produced. And I told your Lordships also that the individuals making the accusation have throughout the progress of this case refused on every occasion to put us in possession of the minutes of the proceedings of the Company.

Lord Campbell—You see they could not produce that; it is no evidence for them.

Mr. Bethell—It is no evidence for them, my Lord, it is very true.

Lord Campbell—If you make such a complaint the onus lies on you to show that you called for them.

Mr. Bethell—There is no evidence that I see of the point having been raised at the trial. I am complaining of its having been raised here; I do not remember any constat in any part of these proceedings that the argument used by my learned friend Sir Fitzroy Kelly at your Lordships' Bar, that there was a fraud on this Company, the Bank of Australia, because they stipulated on the part of the Bank of Australasia that the Bank should stop. I am not aware of that particular line of defence having been adopted anywhere in the Court below, and I complain of it as being brought forward here by individuals who, at the same time that they bring it, know that there were certain resolutions, and have not produced those resolutions, or shown to your Lordships what they were. Now, my Lords, let us look again to the language of the letter, from attending to which we have been distracted by this interposed discussion on the part of my learned friend Sir Fitzroy Kelly, and I complain of it as part of that which renders it necessary to refer to the statement again, and I am in your Lordships' judgment if I state it correctly. Sir Fitzroy Kelly told your Lordships that it was one of the conditions of the loan stipulated for by the Bank of Australasia—

Lord Campbell.—Although the proposition did come from you, it might be as well one of the conditions, and that is a material circumstance at present. I should not think it material whether the proposition came from the Bank of Australia or whether it came from the Bank of Australasia, the question is what were the conditions of the loan?

Mr. Bethell—But, my Lord, it is material to represent it as being a condition of the loan acceded to between the directors on the one side, and the Corporation on the other, without more, and to represent it according to the fact, as a condition proposed by the directors of the Bank, and accepted by the Corporation, subject to this qualification—that it shall be submitted in the meantime to the proprietors of the Company,—it is a material difference, and that is a difference I am now insisting upon; that is a difference I am now particularly calling your Lordships' attention to. Now, my Lords, let us look at the fact. This meeting was held, and let us see what passed at this meeting, so far as I have most imperfectly collected it from the language of the letters. Now here, my Lords, we have got this brought permanently forward for the first time in the Respondents' case, it is made the principal argument in the course of this appeal; it was not brought forward below, what was brought forward below was of a general character, viz., an imputation that we intended to have the debts of Hughes and Hoskings paid; that was insisted upon in the Court below, but this is brought forward now, and as I again repeat, brought forward by those who have the resolutions of this meeting in their power, who have not produced them, and have refused to put the Court in possession of the minutes of their proceedings. Now if your Lordships will do me the favour to look at page 95, you will there see a reference to this meeting. There are two occasions on which the meeting is referred to, and here in this letter, which is in page 95, a letter of the 1st June, 1843, written by Mr. Macarthur, the chairman, to our superintendent, it begins in 94—95 is the page from which I am now reading, it is the last three lines of the letter—"under these circumstances, the board, fettered as it is by the resolutions of the proprietors, and unable to believe that the course pointed out by you would secure the advantages contemplated by the Bank of Australasia, regrets that it is unable to accept the further assistance of the Bank of Australasia." Now remembering the language of that passage, if your Lordships will do me the favour to turn to page 84, and put the two things together, about ten lines from the top, your Lordships will observe these words—"could these objects be effected, this Board does not apprehend that a further advance to an amount worthy of much consideration, would be required, but after the investigations which have taken place at two meetings of the proprietors of this bank, held in pursuance of the pledge contained in our letter to you of the 27th of February last, and the resolutions of the proprietors thereupon, they feel that they are too much fettered to undertake the execution of the trust." Now here therefore, my Lords, were two meetings of the proprietors held in pursuance of the pledge contained in the letter of the 27th of February, the letter of the contract, at which meetings resolutions were passed, which resolutions had the effect, to use the language, of so fettering the Bank of Australia, that it could not enter upon that kind of operation which was proposed to them as the condition of further assistance, referred to in this letter. Now, my Lords, I have not the means, because now this objection is made for the first time, showing what these resolutions are. I must leave it to your Lordships to collect from the evidence those two conclusions which I present to your Lordships as necessary inferences, that in the first place instead of the directors having taken upon themselves to stipulate that the business of the bank should stop, they stipulated only that that proposal should be submitted to a meeting of proprietors, and instead of the directors engaging that this bank should cease to be a bank of issue and a bank of deposit, we find that there was a meeting at which the proprietors entered into certain resolutions, which, to use their language, had the effect of fettering the bank. And now, I desire of your Lordships, putting together the language of the letter containing the pledge for holding the meetings, with the language of the letter describing what they were—to ask your Lordships whether you can impute to the directors having done that with which my learned friend, Sir Fitzroy Kelly, charges them—entering into an unconditional stipulation; or whether your Lordships can say that the bank being fettered by desisting from its ordinary operations is the result of the contract of the directors, or the result of the resolution of the proprietors? Why, my Lords, it is plainly the result of the resolution of the proprietors, and therefore instead of stating that this contract is accompanied by a condition entered into by the directors in the exercise of their power, which vitiates the exercise of that authority, on an examination of it we find it nothing more than this, that the directors most carefully abstained from clogging the loan with any condition as emanating from their own authority, and they do provide that this thing shall be submitted to the proprietors, and they subsequently speak of the matter as a matter concluded in the resolutions of the proprietors passed at two meetings, convened in pursuance of this pledge. Now does not the whole of this fall to the ground? What have we heard but arguments that the directors have taken on themselves to put an end to the operations of the bank?

Sir F. Kelly—You will find it is stated so absolutely by the letter of the 27th of February, there was *an absolute stipulation* that on or before the 31st of March, it should cease.

Mr. Bethell—Does my friend suppose that in the letter of the 27th February, the enumeration of the conditions is to be read without reference to the antecedent part of it? Does the letter say that a meeting of the proprietors would be convened for certain purposes, and are they enumerated? Is that purpose one of making necessary arrangements to terminate the business of the bank? Is it the other to convert it into a loan company, to be submitted to the proprietors? Now, my Lords, when you are talking about the subject all that is important is this, whether it has been entered into for a fraudulent purpose by the individuals, because, let me consider this for the purpose of the argument, the money might have been advanced combined with a stipulation for proceeding bona fide speedily and effectually to accomplish a given object, but which according to the stipulations might not be effectual for that purpose.

Lord Campbell—Suppose that the lender knows that the money is not to be applied to a partnership purpose, is the partnership liable for the loan?

Mr. Bethell—No my Lord, certainly not. If the lender knows that the money is to be applied not for a partnership purpose, which would be quite another thing; but supposing the contract was a loan entered into, combined with a stipulation for a certain thing being done, which it is supposed would be within the power of the proprietors to convene a meeting, and a meeting is held accordingly, and sanctions that thing being done, does then the annexation of that particular thing to the contract vitiate the contract, as being a fraud on the Company? That I apprehend would be a different proposition, but I shall come to that hereafter. But, my Lords, what I wish to draw your Lordships' attention to is this, and when you are called upon by my learned friend, Mr. Hill, to examine the truth and justice of the case, as you were called upon when you were desired by my learned friend, Mr. Hill, not to confine yourselves to the language of the particular documents, but to ascertain the validity of the transaction, I desire you to ascertain the truth of the transaction, and when you are told that these gentlemen, at the instance of the Bank of Australasia, engaged at once to put an end to their banking operations, in order that my affairs might become more prosperous, and my extent of business might be more increased, I desire you to secure me, to guard me, and preserve me from that imputation, by drawing your Lordships' attention to the fact that all this was to be done, not by the determination of the directors, but by the resolution of the proprietors, to whom this very thing was to be submitted.

Lord Langdale—It is very true, they say, that this transaction was in the course of the ordinary sort of usurpation which directors exercise over shareholders; they have said that; but then they say at the same time that if the condition mentioned in that letter of the 27th of February, had been read and approved of over and over again, all those several approbations would have gone for nothing in approving of a resolution of that sort.

Mr. Bethell—I am content that they should be considered to have so argued, but it will be in the recollection of your Lordships, that by far the larger portion of this argument if that was adverted to at all, went entirely upon this, that it was a fraudulent stipulation introduced by the Bank of Australasia, assented to by the directors of the Bank of the Bank of Australia to put an end to the rival bank, and to benefit the Bank of Australasia; but whether they use it or not is a topic which it would be competent to your Lordships to entertain. I will, with your Lordships permission say one word on this last observation, namely this—that supposing that all this was done, supposing the proposal was only submitted to the proprietors, yet if it be true that the proprietors had not sanctioned the resolution, and thereby bound the absent proprietors, the thing would be void at law, and ultra vires the directors, just as if it was unconnected with the proprietary at all. And now, my Lords, let us look back to the thing itself. This was a meeting to be called by the directors, and it was a meeting agreed to be called upon an agreement to be entered into on the 27th of February, between the 27th of February and the 16th of March, therefore there would be more than the days. Now, my Lords, do me the favour to refer to that 67th clause, I think it is in page 81, in which it is said—"That the directors of the said Company assembled at a board, shall be at liberty to call a special general meeting at any time they shall think proper, either by circular in case of emergency, or by advertisement in some or one of the public newspapers." Now, the directors have engaged to call this meeting, this meeting was afterwards called, the meeting itself must of course, as I humbly conceive, be attributed to the exercise of this power, on the part of the directors. Well, then, how my Lords, when the meeting is so called, in page 82 in section 69, you will find—"That when and as often as any general or special general meeting of the members of the said Company shall be convened by the said directors, except in a case of emergency as hereinbefore is mentioned, fourteen days previous notice at the least, of every such meeting shall be given," so that upon an emergency, they might call a meeting immediately. Then, my Lords, what may be done at those meetings? Because there is no provision as I understand the deed, or as I have been able to find—I do not recollect any provision that gives to special general meetings different powers from those given to general meetings, there is no other provision that I know of, therefore the 72nd clause giving power to general meetings must be considered as applicable not only to the half-yearly general meetings, because the only mention made in the deed of a general meeting, if I recollect rightly, is in section 64, and in section 64 there are general meetings to be held half-yearly; there is no other mention made of general meetings in the deed, except that in section 64, the others are special general meetings, but it is perfectly clear, as I conceive, that clause 72 is applicable not only to general meetings but to special general meetings, if it be not applicable only to special general meetings, because if you will look at clause 72 you will find—"That at any general meeting regularly convened as aforesaid." Now, there is no power for convening the half-yearly general meetings they meet without antecedent summons, but you will see "any general meeting regularly convened as aforesaid." Then it goes on—"at which a majority of the whole number of members of the said Company shall be present, or shall be duly represented by proxy." Now all that we know from the evidence is this, your Lordships having been told by my learned friend, Sir Fitzroy Kelly, that there never was a sufficient number present, reference is made to the evidence which only states this. Mr. Spark is the only person who speaks of it expressly, and Mr. Spark says that there were meetings held. He says here—"the largest number of shareholders who attended meetings was I think 30; not more; generally less; we seldom had as many as 30." Some of the absent shareholders are examined, all of whom prove they had agents in the colonies; whether this meeting was attended by a majority of the shareholders, or those present having the proxies of such a number of the absent as would with the present constitute a majority, we do not observe, but all we do observe is this, that there was a meeting regularly convened and held, at which meeting resolutions were passed, and that the meeting was held under a power which enabled the meeting, when convened, to do anything which is expressed in the proposal of the directors in the letter of the 27th of February. Now, my Lords, that being the state of the case, let me call your Lordships' attention now to what these proposals are, in order that we may examine whether in truth they have in them anything of an illegal character, or anything that can have the effect in law of vitiating or tending to vitiate this contract. Now, my Lords, I adverted to them in the outset in this way, that in the first place they were stated thus: part of them were really within the powers of the directors, and part of them beyond their powers. I clearly admit it was beyond the power of the meeting of the directors, but certainly within the powers of a meeting of the proprietary, because your Lordships will observe that the directors have the power to call a meeting of the proprietors in case of emergency.

Lord Campbell—Had that meeting unlimited powers—could they change the constitution of the Company?

Mr. Bethell—In this way, my Lord, when I say change the constitution, this must be understood; your Lordship asked me that question before, and I said, no, certainly not to convert it into a different thing, such as a Fire Insurance Company, or a Life Insurance Company; but at that meeting they have the power to stop, they have the power to determine, they have the power to drop any particular branch of their trade;—a Loan Society was part of the business for which they were convened; they did not convert it to a different purpose; they are formed a bank for the purpose of discount and issuing notes and bills.

Lord Campbell—If it has been carried into effect the constitution of the Company would have been entirely subverted and changed,—it neither receives deposits nor issues.

Mr. Bethell—It does not say anything about deposits.

Sir F. Kelly—Oh yes, it does.

Mr. Bethell—"That on or before the 31st of March next this Bank shall cease to be a bank of issue."—I must humbly beg your Lordships not to take your understanding of these documents from what my learned friend Sir Fitzroy Kelly stated them to be; for the impression is so very strong in my learned friend's mind, that he interrupted me this moment. The letter provides thus—"That on or before the 31st March next, this bank shall cease to be a bank of issue." Are your Lordships prepared to say that Messrs. Coutts's house is not a bank?—that Messrs. Drummond's house is not a bank—that all the banks in London are not banks? There is no such thing as their ceasing to be a bank of deposit.

Lord Langdale—They say we ought to look at the whole of the correspondence, and they refer to a letter at page 98.

Mr. Bethell—"That is the antecedent memorandum. Again, if I recollect it rightly, that is a memorandum made two or three days antecedently—it appears to have been made on the 22nd February. I humbly conceive that I make out my proposition beyond the possibility of doubt, not only from the language of the letter, which bears upon the very face of it an intention to express and to comprehend all the terms of the engagement; but I make it out by the acceptance; for if your Lordships will be kind enough to look at page 112, at the letter of acceptance, you will find this—this is the engagement of the Bank of Australasia, at page 112. "I beg to acknowledge the receipt this morning of your letter of the 27th ultimo, communicating the resolution of your Board to call a meeting of the proprietors for the 16th instant, for the purpose of making arrangements to terminate the transaction of business by your establishment as a bank, and to convert it into a Loan Company, and intimating the intention of your directors to avail themselves of the assistance of the Bank of Australasia, in liquidating their current engagements." Now this was our undertaking "to an extent not exceeding £150,000, in such sums as may from time to time be required on the security of the acceptances of the Bank of Australia, at three months date, at an interest of 10 per cent. per annum, and subject to the conditions therein detailed." Now, my Lords, this was for the purpose of making arrangements, your Lordships observe. "And in reply, I beg to state that this establishment is prepared to meet the requisition of the Bank of Australia, to the extent and on the conditions which you have specified."

Lord Campbell—The establishment being converted from a Bank into a Loan Company?

Mr. Bethell—Yes, my Lord; which is to be done by a resolution of a meeting of the proprietors, to be called for the purpose of making the necessary arrangements for transacting the business of the bank, and converting it into a Loan Company. Now, my Lords, you cannot read these two letters without seeing that they contain within themselves a complete engagement between the parties; there is no reference to any antecedent instrument; there is not the slightest reference to any antecedent instrument whatever.

Sir F. Kelly—No.

Mr. Bethell—My learned friend says No; it has not the slightest reference to any antecedent instrument. There is a reference to the communications which have taken place, that is a reference to the treaty just as if I expressed an agreement thus: "with reference to the treaty that has taken place between us, I propose to you the following terms of agreement." To which it is responded on the part of the acceptor—"I agree to give you the money upon the terms which you have mentioned." Now, my Lords, is there any possibility in stating that there was any stipulation either about the bank ceasing to be a bank of issue.

Lord Campbell—You see the difficulty that I feel is this, the question you are to regard is—for what is the money advanced, to see whether the partnership is liable, whether it is a loan, or if not for what purpose? Is it advanced for partnership purposes? Now here it does appear for what purpose it was advanced: it was advanced for the purpose of enabling the Company to terminate the transactions and the business of an establishment of a bank, and to convert into a Loan Company.

Mr. Bethell—No, my Lord; it is not advanced for that purpose.

Lord Campbell—I wish you would discuss it.

Lord Brougham—I will call your attention to another point. You see the first of those conditions, which you say could not be at all executed without a general meeting of the proprietors; you admit—"that on or before the 31st of March next this bank shall cease to be a bank of issue." Now that only says "shall be a bank of issue," but does not terminate it as a bank of deposit. Then see what precedes in that letter: "In reference to the communications which have taken place between the directors and the cashier of this institution and the Bank of Australasia relative to the intended alteration in the business of this bank, and the assistance it will require for the purpose of meeting its immediate liabilities, I am directed by the Board to communicate to you their resolution of calling a meeting of the proprietors for the 16th of March next, for the purpose of making the necessary arrangements for terminating the business of this bank." I apprehend that must be not merely as a bank of issue, but altogether as a bank of deposit.

Mr. Bethell—I was only desirous of ascertaining the true interpretation of the letter before we proceed to discuss its effect, because in reality for the purpose of the agreement—

Lord Brougham—In your acceptance of this you do not say anything about bank of issue, limiting it; but you say for the purpose of terminating the establishment as a bank, and converting it into a Loan Company.

Mr. Bethell—Yes, my Lord, but when an acceptance begins with an express reference to the terms of the letter which it partially affects to set forth, the partial setting forth of the contents of the letter so referred to would not have the effect of giving a different interpretation to the terms of the letter. That part of the letter only serves to show what the letter refers to. You must read the words of the reference as if they incorporated the whole of the letter, and therefore it would be—"I beg to acknowledge the receipt of your letter of the 27th ultimo, in the following words." And then he goes on to say what—"The assistance of the Bank of Australasia in liquidating their current engagements, to an extent not exceeding £150,000." The £150,000 therefore is advanced with a view that it should be applied, in what manner? In the liquidation of their current engagements. There is not one word therefore about the application of the money to anything but legitimate partnership purposes. That I shall dwell upon more particularly hereafter. Now, my Lords, the point we are immediately upon, which I will not consume more time about than that which suffices for the pure statement of it, is this:—The contract was made by directors, who took upon themselves to introduce an engagement that amounted to a fraud on the Company, as my learned friend Mr. Hill expressed it; the contract was the result of a conspiracy between the directors of the bank. I am using it for the purpose of shewing the argument, because the argument is, that the contract proceeded from an improper engagement between the directors of the Bank of Australia and the Bank of Australasia, of which the first evidence is this engagement, that the bank shall stop. My answer to it in point of fact is, that the directors never made any such stipulation at all, but they made a stipulation that a proposal so to do should be submitted to the proprietors of the Bank of Australia. Now, my Lords, we have only gone so far as that, and I believe that conclusion your Lordship will of necessity concur in.

Lord Campbell—Then you say the Corporation would have had no reason to complain of the loan of £150,000, if the Company had carried on the concern as a bank of deposit and a bank of issue.

Mr. Bethell—No, my Lord, I say that if the proprietors of the Bank of Australia had met, and had not passed a resolution agreeing to the proposal of the directors, the Bank of Australasia would not have been bound to advance the £150,000.

Lord Campbell—This consenting on the part of the proprietors gave it validity.

Mr. Bethell—Yes, my Lord, and therefore instead of stating that it was a fraudulent contract entered into without reference to their power, I say it was a contract entered into by the directors, as being in strict conformity with their power, and they stipulate only to do that which they unquestionably had a right to do, namely, to submit the proposal to the proprietors of their own Company at a meeting, and that they did accordingly, and thereupon resolutions were passed, which resolutions were binding, and the resolutions are referred to throughout the correspondence. Now, my Lords, upon that I say that the representation made by the other side is not correct in point of fact; and further, I say, you must conclude from it that the particular stipulation about the bank ceasing to be a bank of issue, was a stipulation adopted and come to by the proprietors assembled at that meeting; and I refer your Lordships to the deed for the purpose of showing that the proprietors had a right to alter any part of the deed, and, therefore, they had a right to alter that which stipulated that they should meet together and should be a partnership, not only for the purpose of lending money, but also for the purpose of discounting and of issuing promissory notes. The 5th condition says not one word about deposits except this, that the Bank of Australia shall not incur new liabilities without the consent of the Bank of Australasia, which, when a man is about to advance so large a sum as £150,000, is a condition, certainly, which he may well stipulate for, and is a condition for the protection of the shareholders of the bank. Now your Lordships will find that the other two conditions, taking upon themselves the liabilities of Hughes and Hosking, and that no new liabilities should be incurred, constitute the whole of the conditions on which the loan was to be advanced. Now, my Lords, I have dealt with one, and before I deal with the other, let me remind your Lordships of the unquestioned rule of law, and I am surprised at what I heard from my learned friends on this particular point. My learned friend, Sir Fitzroy Kelly, told your Lordships that these stipulations were part of the consideration for the contract; why, what did he mean by that? When, in a particular action, we are speaking of the consideration for the contract, we mean, of necessity, the consideration moving from the individual who sues, to the individual who is sued in the action. Now, my Lords, when we are speaking of the consideration for that instrument on which this action is brought—the promissory note—what do we mean by that? The consideration that moved from the Bank of Australasia to the Bank of Australia. The consideration for the promise that I sue upon, is the advance of the £150,000. Is the advance disputed? No, it is not; the sum of £150,000 is admitted to have been paid, admitted once and over again. Now, my Lords, what are we upon? We have got here an action brought upon a contract where the whole consideration, being a money consideration, has been bona fide paid, perfectly untainted with any illegality whatever, the consideration has been advanced in the ordinary legitimate manner; and the contract for the repayment of it is that particular part of the contract which I am now seeking to enforce. Now, my Lords, the accompanying conditions are complained of as being stipulations by the directors which they had no power to enforce. If they had no power to enforce them, they are perfectly innocuous, either they bind the shareholders or they do not. If they do bind the shareholders, why cadet questio; but if they do not, I desire to know how is it possible that you can introduce them into this contract for the purpose of invalidating the contract itself, by showing that something was done prejudicial to the shareholders. The very statement of the thing itself the moment that Sir Fitzroy Kelly stated that these particular conditions were not within the power of the directors to enter into; that they were ultra vires, and, therefore, were altogether non-obligatory on the shareholders, he at once stated something which showed that the whole of the provisions of the contract, except the provision for the advance and repayment of the money, were altogether inocuous and inoperative, binding only on condition of the assent of the shareholders.

Lord Campbell—Supposing part of the purchase for which the money had been advanced was for the hire of assassins to commit a murder, that would not be binding at all.

Mr. Bethell—I will go a little further than that and bring it more home to this case, that if my learned friends can make out that a part of this £150,000 was advanced for the purpose of paying the debts of Messrs. Hughes and Hosking expressly, with which the shareholders of the Bank of Australia had no concern, that that will taint the contract. I do not want to have any illegality approaching to crime, but if you can fasten on the Bank of Australasia a knowledge of a meditated application of the money, which shall be a fraud on the shareholders of the Bank of Australia, that would avoid the contract. Now, my Lords, I stated in my opinion that the whole consideration money had been bona fide advanced, and for no illegal purpose. We all know the rule of law to be this, and your Lordships will find it in the 11th part of Coke's Reports. No one is more familiar with it than the Judges whom I have now the honour of addressing, and which I have always understood to be this: where the particular contract on which you sue is free in itself from any engagement of liability, and the consideration is not tainted with any illegality, that then, if there be contained in the instrument other stipulations which are contrary to law, the other stipulations are void, but it does not at all affect that contract for which the consideration is given, and which consideration is itself not tainted with illegality. Now, my Lords, that is the express resolution in Pigot's case, and now read it in this way: that you have got a contract here containing the several promises that, in consideration of the £150,000 which is [illegible] be applied [illegible] of the current engagements of the Ba[illegible] Aus-t ralia, the Bank of Australasia promise on their part to do several things; they pr[illegible] five things, of which five things fou[illegible] please, all the five, shall be things [illegible] have no power to, no authority, [illegible] enter into the engagement. Now [illegible] consequence that follows? Why, [illegible] from the authorities which I have [illegible] that those portions of the promise [illegible] that the consideration being advanced [illegible] any taint of illegality, supports the [illegible] the repayment of that money, and an action will lie. Now, my Lords, those cases I will merely refer to in a few words, because it is expressly stated in Pigot's case in the 11th part of Coke's Reports, 27 B., the resolution is this, "As to the first it is unanimously agreed in 14 Hy. 8, 25, 26, &c., that if some of the covenants of an indenture, or of the conditions endorsed upon a bond, are against law, and some good and lawful, that in this case the covenants or conditions which are against law, are void ab initio, and the others stand good." Now, my Lords, it is a very different question, as one of your Lordships just now referred to, a very different question where any part of the consideration is tainted with illegality, meaning by consideration, the money paid for the promise; if any part of that is tainted with illegality, as for example, if it be applied to accomplish an illegal or an immoral puprpose, the whole consideration becomes void; but if the consideration be free from taint or illegality, and the consideration is advanced for a particular promise, then, though there are collateral promises which are contrary to law, and the attendant promises are void, they do no injury, and do not, in any manner, prejudice the right to recover on the other promises. Now, my Lords, there are a great number of examples which will occur to many of your Lordships' minds; I may mention several of them. One, the case of a conveyance made of a rectory, with a covenant to pay the money; there the conveyance is void by the operation of the Statute of Elizabeth, yet the covenant has been held good. There are some further illustrations of it in the older books. In the case of Morton *v.* Simmons, in Hobart, page 12, the particular part is in page 14; and Mosdell *v.* Middleton, in 1st Ventriss, page 237. The particular rule which his Lordship Lord Campbell referred to, is illustrated by the case of Featherstone *v.* H—— in Croke, Elizabeth, page 199, but that is perfectly clear. Now, my Lords, applying that doctrine, therefore, we have got here a case which, above all others, admits its application; for here I have got an engagement to advance the money accurately expressed for the most legitimate purpose, for the money is to be advanced to liquidate the current engagements of the bank, therefore, purely for partnership purposes; but the engagement to repay, is not simply an engagement to repay, but an engagement to do certain other things which certain other things are not in themselves illegal—which are not in any respect open to any taint of being absolutely illegal or immoral, but which certain other things are simply void because they are ultra vires the Directors. Then, my Lords, I say they are actually innocuous, because if a man having a limited power of authority, enters into an engagement with an individual, knowing the extent of his power, and he stipulates to do certain things, some of which are within his power and some of which are not within his power—and I speak of a doctrine which is familiar to us all—that the stipulation which is in excess of the power is simply void, and that stipulation which is within the power is perfectly good; and then if the individual is content to take that part of the stipulation, why the whole thing is perfectly good. Now, my Lords, how does it stand here? There are certain stipulations entered into in an unobjectionable form; I rely upon that as showing the bona fides, and not the mala fides, and therefore it is precisely the case of an agent stipulating for certain things, but adding at the end of the stipulations "these things shall not be binding unless my principal consents thereto." Can anything be stated in opposition to that contract? I apprehend it would be a waste of time to pursue that part of the argument further. Well, now, my Lords, the same thing applies to the whole of these stipulations, with the exception perhaps of one, and that is the representation still more incorrect than the last, that it was part of the terms of this contract that the Bank of Australia should take upon itself the debts of Hughes and Hosking, and should thereby become the debtor of the Bank of Australasia for that portion of the debts of Hughes and Hosking not secured by the Bank of Australasia, which was due to the Bank of Australasia. Now, my Lords, I must beg, and this is a part to which I must humbly beg your Lordships particular attention, while I direct your attention to the portions of the evidence—for a more incorrect representation I certainly have not for a considerable time heard. It was first of all said it was a part of the contract, and in asserting it to be part of the contract, they are not content with deriving it as they say from this letter of the 27th of February, but they seek to derive it from other parts of the correspondence. Now, my Lords, first I invite your attention to the language of the letter of the 27th of February, which alone, as I humbly conceive, contains the true contract. Now, my Lords, on the 27th of February, the part is this, it is the 4th provision—"That the liabilities incurred by this Bank for Messrs. Hughes and Hosking and for J. T. Hughes, be covered by the execution by them of such trusts to the Bank of Australia as may be necessary to place the control of the affairs of the firm and of Mr. J. T. Hughes under this Bank, to meet their existing obligations, and to prevent them from contracting new ones without the consent of this Bank, and that the whole of their future business during the continuance of the trusts be transacted through the Bank of Australasia." Now, my Lords, the situation of the parties was this,—Messrs. Hughes and Hosking and J. T. Hughes were greatly indebted to the Bank of Australia, the Bank of Australia had been in the habit of advancing to them large sums of money; they were possessed of an enormous mass of property, and the Corporation, that is the Bank of Australasia, stipulated that the Bank of Australia shall compel them to make to them, the Bank of Australia, a general conveyance of all their property, so as to secure the Bank of Australia, and prevent Messrs. Hughes and Hosking from incurring further liabilities. Now, my Lords, I beg of your Lordships to observe that this is not only the most prudent stipulation, the most free from anything like the imputation cast upon the Bank of Australasia by learned friends, but it is in itself not only most prudent, but most perfectly free from the reproach of being suggested by any reference to the benefit of the Corporation, the Bank of Australasia,; it is, as I stated in the outset, nothing more than a stipulation by the Bank of Australasia for the security and benefit of its own debtor; it is precisely the same thing as if a man applied to me to lend him £20,000, and I was at the same time to say, I stipulate with you that you shall take such and such measures for the purpose of reducing your expenditure, and for the purpose of getting in your debts and compelling your creditors to give security. Now the words "this Bank" in the provision mean the Bank of Australia, the stipulation therefore which my learned friend Sir F. Kelly has represented to your Lordships as being a stipulation that the Bank of Australia should become the general security for all the debts of Messrs. Hughes and Hosking is directly the reverse, the stipulation being that they should not lend any further money to Hughes and Hosking, and should not incur any particle of liability on that account, but should compel Hughes and Hosking to make over to them, the Bank of Australia, all the property of Messrs Hughes and Hosking, for the general benefit of the creditors of the firm.

Lord Campbell—Subject to the liabilities of the creditors of Messrs. Hughes and Hosking, of course the liabilities of Hughes and Hosking to their creditors.

Mr. Bethell—It was to secure the creditors generally, and the Bank of Australia in particular, the Bank of Australia was the largest creditor; Hughes and Hosking were possessed of an enormous amount of property, they were traders and carrying on extensive operations; the Bank of Australasia thought that instead of being at liberty to go on and continue their trade they ought to make a general assignment of their property to the Bank of Australia, not for the benefit of the Bank of Australasia, but

the benefit of the Bank of Australia, to give them "the control of the affairs of the firm and Mr. J. T. Hughes under this Bank," which are to be covered by the execution of that deed of trust. Now, my Lords, although therefore the language of this stipulation is so clear, and the language of the subsequent correspondence makes it if possible still clearer, there has been a studied attempt, by picking a bit of this letter and a portion of the words used in another letter, and putting them together, to construct, in the manner of an old ex-officio information, a case against the Bank of Australasia, stipulating for the payment of its own debts, instead of doing that which plainly the letter imports, a general contract for the benefit of the Bank of Australia itself. Well now, my Lords, let us look at what the subsequent proceedings between the parties were. It appears, and your Lordships will find the deed perhaps the most convenient place for taking—the effect of it will be our case; your Lordships will find the deed set forth in the Appellants' case, in page 7 of the Appellants' case. Now, my Lords, in conformity with this stipulation, Messrs. Hughes and Hosking were required to make, and did make, a general trust deed, by which—the deed being dated the 4th of March, 1843, in page 7, of the Appellants' case,—Messrs. Hughes and Hosking conveyed "all their joint, real, and personal property to Hannibal Hawkins Macarthur, Esq., Chairman of the Bank of Australia, and James Norton Esq., Solicitor, one of the Directors of that Bank, as trustees." Now, my Lords, to a certain extent this deed does not appear to have pursued the original engagement that there should be a common deed of trust, because it gave a preference to the Bank of Australia in a given event, and therefore was more to the benefit of the Bank of Australia, but it was a deed, however, in which the trustees were to stand possessed of all the property of this firm, first in trust, to repay the Bank of Australia a particular debt of £10,000. Your Lordships will find at the last five lines of page 7—"To apply the trust funds towards payment of the several other debts then due and owing by the said Hughes and Hosking, or which should be incurred by them with the consent of the trustees." Now, my Lords, this deed of trust being executed on the 4th March, 1843, the Bank of Australia, in violation of the agreement that had been entered into, subsequently abandoned this deed, gave it up to Hughes and Hosking, and took from Messrs. Hughes and Hosking a mortgage in favour of themselves and of their own debt, leaving Messrs. Hughes and Hosking in the possession and in the disposal of the whole mass of their property, and carrying on their concern as before, and your Lordships will find that the true cause of complaint which these shareholders really have against their Directors is this, that the Directors did not carry out the stipulation contained in the letter of the 27th February, for your Lordships observe that Mr. Hosking, in his evidence, tells us that after the loan had been agreed upon, Hughes and Hosking got from the Bank of Australia an accommodation to the amount of £10,000, so that in point of fact the Bank of Australia, by departing from the stipulations contained in the letter of the 27th of February, did in truth injure their shareholders by continuing their advances to those people, Messrs. Hughes and Hosking, which it was the wise purpose of the provision contained in that part of the stipulation to prevent their having the liberty of doing; they abandon this deed of trust, and your Lordships will find that they took from Messrs. Hughes and Hosking and John Terry Hughes a subsequent deed, dated the 12th day of April, 1843, which your Lordships will find in page 9 of the Appellants' case; and by that subsequent deed taken in April, 1843, the deed of trust of the preceding March of the same year was abandoned and given up, and the Bank of Australia took a mortgage from Messrs. Hughes and Hosking for the sum of £158,900, I think it is, and left those gentlemen in full possession of their property, and continued their advances to them as before.

Sir S. Lushington—The previous mortgage was £10,000, and "any other advances made or to be made by the said Bank."

Mr. Bethell—Yes, my Lord; it recites there, your Lordships observe, "That divers large sums of money had been advanced and liabilities incurred by the said Bank of Australia, in reliance upon the security of the recited indenture, and whereby the said J. T. Hughes and J. Hosking had, inclusively with previous advances, become indebted to the said Bank upon immediate and current engagements in the sum of £158,900."

Sir S. Lushington—I was alluding to the first deed of the 4th of March; that was in the first place to pay the £10,000, and all previous advances and all future advances.

Mr. Bethell—Yes, my Lord, so that it was in direct defiance of the most wholesome and prudent provision of that thing which has constituted the principal gravamen in the address which we have heard complained of, that those Directors had advanced such large sums of money to Messrs. Hughes and Hosking; an attempt which, on examination, I must say, I conceived to have failed in a most singular manner, for the very contrary is apparent—that the Bank of Australasia stipulated only for this, that the debt shall not be augmented, and that that debt shall be secured by a general deed of trust. Now, my Lords, in defiance of that, and contrary to these provisions, they abandon the deed of trust, and as Mr. Hosking tells us in his evidence, which was the first alluded to by my learned friend, Mr. Hill, in his address to your Lordships, Mr. Hosking tells us here that the firm of Hughes and Hosking had obtained from the Bank of Australia £105,000, in the interval of time between the 27th of February and the 27th of July, he says in page 24, "he received from the Company £105,000 between the 27th of February and the 27th of July." Now, my Lords, with the knowledge of all these things, what I am particularly astonished at is, that at your Lordships' Bar it should have been represented that the £150,000 was advanced to assist Hughes and Hosking in the face of a letter. I am, in your Lordships' judgment, whether that was not the argument, in the face of a letter, and in the face of a contract stipulating that the Bank of Australia should not advance to those people one single shilling more.

Sir S. Lushington—I do not understand it was so, with great deference to you, "as may be necessary to place the control of the affairs of the firm, and of Mr. J. T. Hughes, under this Bank," that is the Bank of Australia. Then as to the deed of the 4th of March, and the deed of the 16th of April, I cannot see the great contrast between those two at all.

Mr. Bethell—There is a very great contrast between them; your Lordships will observe, "that the liabilities incurred by this Bank for Messrs. Hughes and Hosking, and Mr. J. T. Hughes, be covered by the execution by them of such trust to the Bank of Australia as may be necessary to place the control of the affairs of the firm, and of Mr. J. T. Hughes, under this Bank, to meet their existing obligations."

Sir S. Lushington—You are speaking of a contrast between the agreement of the 27th of February, 1843, and the deed; you may be right in your observations, but I cannot find out the great difference between the deed of the 14th of March and the deed of the 16th of April, because they seem to me to cover the same advances.

Mr. Bethell—That is what we complain of, my Lord; the deed of the 14th of March, 1843, gives a preference to the Bank of Australia—a preference to its own debt, that was not in conformity with the letter; but it not only did that, but it also conveyed the property of Hughes and Hosking to the Bank of Australia in trust; and if your Lordships will look at the last few lines in page 7 of our case, five lines from the bottom, you will see this—"To apply the trust funds towards payment of the several debts then due and owing by the said Hughes and Hosking."

Sir S. Lushington—And the payment of any other advances to be made by the Bank of Australia.

Mr. Bethell—Certainly, my Lord; the difference between the two is simply this—that if the deed of March had remained, Hughes and Hosking were denuded of the whole of their property, which was placed in the hands of trustees; but the deed of April is a simple mortgage, leaving them the possession and control of all their property that is: the difference between the two. In the one case, they were left as a firm to go on with their business, and to get further advances and further assistance from the Bank of Australia; in the other case, they were put an end to—they were compelled to stop, and their property was to be vested in trustees for the Bank of Australia, and for their creditors generally. The difference, my Lords, is simply this, that if the deed of March, 1843, had been abided by, Hughes and Hosking would not have gone on as a leading firm, and would not have received the £105,000; but the deed of March being departed from, and converted into a mortgage, the Bank of Australia continued to advance them further moneys, in violation and defiance of the stipulations of the letter of February. Now, my Lords, the way in which we are applying it is this: the charge upon me is, that the contract was made with reference to the benefit of the Bank of Australasia, by payment of the debts of Hughes and Hosking. I say that it was the reverse: the contract was made by me, with a provision that Messrs. Hughes and Hosking should not incur any further debts whatever; the contract was made that the concern of Messrs. Hughes and Hosking should be put an end to, by all their property being transferred to the Bank of Australia, and if that had been done, the subsequent money advanced to Messrs. Hughes and Hosking would not have been advanced by the Bank of Australia. The way in which they apply their observation is this—they endeavour to make it out, that subsequently to the letter of the 27th of February, Hughes and Hosking got from the Bank of Australia £105,000, and therefore they say your £150,000 never went to the benefit of the shareholders of the Bank of Australia, it went entirely to the benefit of Messrs. Hughes and Hosking. I answer, that by showing that when we intended to advance you the money we particularly stipulated that no sum whatever should be advanced to Messrs. Hughes and Hosking; and the advances that were made to Hughes and Hosking were made in defiance of that stipulation, and were the subject of complaint by us; I hope, my Lords, I have expressed myself in such a manner as to convince your Lordships of the real answer, and to substantiate that answer by referring to the documents before you, because the letter of February speaks entirely for itself, as to the contract between the two deeds of March, 1843, and April, 1843, which I have referred to; but your Lordships will find it also more particularly stated in the correspondence that occurred in May and June, 1843, between Mr. Hart and Mr. Walker, in which reference is made to this particular part of the transaction. If your Lordships will do me the favour to follow me for a few minutes in that correspondence, you will find, taking Mr. Hart's letter of the 5th of January, 1843, which occurs in page 95—the part of it which relates to those affairs of Hughes and Hosking is in page 96—at the bottom of page 95 it is thus stated, with reference to Mr. Walker's letter, he says—"You are pleased to remark that on reviewing the circumstances which first occasioned a communication between the two Banks, it is necessary to consider their then relative positions with respect to Messrs. Hughes and Hosking; and we cannot but feel that, so far as the Bank of Australasia is concerned, it has been much benefitted at the expense of this Bank;" that is the language of Mr. Macarthur's letter. "At that early period, Messrs. Hughes and Hosking's debts to this Bank were covered by ample mortgage security; to the Bank of Australia they were indebted to a very large amount, and to its customers and the public, the balance of their obligations. You also state, "our Board also conceive that the security this Bank has taken has operated most beneficially for the Bank of Australasia." It must be recollected that of the £150,000 advanced by that Bank, a very large part consisted of the debts of Messrs. Hughes and Hosking, due or falling due to the Bank of Australasia, and were retained out of the amount; and that not only the whole balance received by this Bank, but a sum of at least £30,000 was applied by this Bank towards the liquidation of the liabilities of Messrs. Hughes and Hosking to the public." Now, my Lords, the answer to that is given. "I have to regret that your Board did not satisfy itself of their accuracy before hazarding these broad assertions: for it is painful to me to have to refute them in the way I am now compelled to do; on the 21st February, the statement that was laid before your Committee on the part of this Bank, and which Mr. Mackenzie found to correspond with the books of Hughes and Hosking, was as follows: Acceptances of Messrs. Hughes and Hosking in this Bank"—that is, the Bank of Australasia—"£31,000; ditto of Mr. J. T. Hughes, £9000—£40,000; since that date no transactions have been entered into with either the firm or Mr. Hughes, except for the renewal of their existing obligations; and the accounts stand thus, under this date: Messrs. Hughes and Hosking, acceptances, £24,378; Mr. J. T. Hughes, ditto, £7888—£32,226, showing a reduction of £7734." Now, the Chairman of the Bank of Australia had, in answer to a complaint by the Corporation that Hughes and Hosking's affairs had been managed as they were stated—that the management they had had recourse to had operated beneficially for the Corporation, by enabling the Corporation to receive the debt due to it from Hughes and Hosking: that is denied, and it is shown that this debt remains as before, with the exception of £7700; with regard to which, the letter says, and this is the evidence of the defendants: "which reduction has been effected, not by any payment from the Bank of Australia, or from the funds which were advanced to it, but principally by the retirement of Messrs. Gilchrist and Alexander, of G. Hobler's two promissory notes to them, and by them endorsed to Hughes and Hosking, amounting together to £7695. I therefore must emphatically deny, on the part of this Bank, that its position with Messrs. Hughes and Hosking has been in any way benefited at the expense of the Bank of Australia, or that any part of the sum of £150,000 which was advanced by the Bank of Australasia to the Bank of Australia, was retained by it to meet the debts of Messrs. Hughes and Hosking, due, or falling due to it, not one sixpence was so retained." Now, my Lords, here is a statement put in by the defendants themselves, therefore that proves to your Lordships in the clearest way, that instead of its being true that any part of the £150,000 was applied directly or indirectly to the payment of debts due to the Corporation from those individuals, the debt remained as before, save so far as £7000 had been liquidated from a collateral source. The letter, my Lords, then goes on to represent what were the real facts with regard to the loan; and your Lordships will do me the favour to follow me in the three or four observations which I am about to make, because I pledge myself that they will give correctly the position of the facts of the case, and of the evidence before you. My Lords, at the time when the loan was contracted there were acceptances of the Bank of Australia for Messrs. Hughes and Hosking in the hands of the Corporation, amounting to £46,885—observe, my Lords, they were acceptances of the Bank of Australia—that some of the money was, as it was agreed it should be, paid out of the loan, which was a plain, obvious, and legitimate purpose; the loan was advanced to meet the current engagements of the Bank of Australia, of which those acceptances formed a part, and those acceptances with the others were paid out of that loan. That left £108,793, which the letter goes on to say in page 96, "has been actually disbursed to the order of the Bank of Australia." Now, my Lords, this is the statement made by themselves, put in by themselves, made by themselves, with the most abundant evidence in their own books, in the pass book between the Banks, to show whether the money had been so disbursed or not; they choose a letter of Mr. Hart's, the Superintendent, for the purpose of making it the vehicle, the representation of the facts; and it is there stated, and is indisputably the fact, that of the £150,000, £46,000 was applied in payment of the acceptances of the Bank of Australia, which acceptances had Messrs Hughes and Hosking's names upon them, and after the payment of those acceptances, the rest was disbursed to their order; but Hughes and Hosking being indebted on other securities to the Bank of Australasia besides the acceptances of the Bank of Australia, and it being insinuated that a part of that additional debt had been liquidated by the loan, the insinuation is met by the most positive denial, which denial is admitted and read by the defendants. Mr. Hart stating that not a single sixpence of the remaining sum, that is, of the £108,000 some odd pounds, had been applied in payment of those debts; and the transaction, therefore, amounts to this—that of the £150,000, not a particle was applied to the payment of the debts of Hughes and Hosking by the Corporation, except those debts which consisted of actual acceptances becoming due by the Bank of Australia. Now, my Lords, it is impossible to escape from this, and I hope it will be impossible that by any sort of ingeniously placing together of a few words taken from a passage in one letter, garbled here, and a few words taken from a passage in another letter garbled there, shall produce anything like an impression on your Lordships' minds of their existing anything unknown, indefinite, or uncertain in contradiction of this clear, avowed, and positive statement which is supported by many parts of the testimony—supported by the reports produced by the Directors themselves—supported by the evidence of Mr. Walker himself: for Mr. Walker tells you that he opened an account with the Bank of Australasia, and that the money was disbursed by cheques drawn by him, Mr. Walker—and he gives you the particulars of the acceptances given originally as a security to the Bank of Australasia, and the manner in which the money was applied. Now, my Lords, what am I meeting here? I am meeting an insinuation that the loan was contracted for the purpose of benefitting the Bank of Australasia by payment of the debts of Messrs. Hughes and Hosking. I have met that insinuation by reading from the evidence the most complete contradiction, which has the benefit of being a contradiction used by the defendants themselves, the contradiction being that every shilling of the loan was applied according to the order of the Bank of Australia, and not one shilling of it in payment of the debts of Hughes and Hosking to the Bank of Australasia, except those debts which it was originally agreed should be so paid, they being debts on which the Bank of Australia were primarily liable, and being the current engagements of that Bank. Now, my Lords, there was an attempt here to mislead entirely; the effect of it would have been entirely to mislead the Court, by calling to your Lordships attention the fact that one of the acceptances sent to the Bank of Australasia, that is to the Corporation, as a security for the money advanced, was a bill of exchange, drawn by Messrs. Hughes and Hosking in favour of the Bank of Australasia. Your Lordships will remember probably that the contract was this—that the £150,000 should be advanced, and should be covered by the acceptances of the Bank of Australia;—that is the language of the letter. A liberal interpretation appears to have been given to that word "acceptances," and it seems to have been considered as including not only bills of exchange but promissory notes. Now, my Lords, one of the acceptances that was sent was this particular bill of exchange. Your Lordships will remember it, when I call your attention to the evidence of Mr. Walker, which was read by my learned friend, Sir Fitzroy Kelly, and which your Lordships will find in his recapitulation of the bills sent, in page 21 of the Appendix. He gives the details of the three promissory notes, that means the amount, the account of the antecedent acceptances, that were taken up and consolidated by the three promissory notes given in June and July. Now, my Lords, it appears therefore that one of the acceptances originally sent by the Bank of Australia to the Bank of Australasia was a bill drawn by Messrs. Hughes and Hosking to the order of the Bank of Australasia, and accepted by the Bank of Australia. It was an acceptance held by the Bank of Australasia, and they being, according to the terms of the contract, bound to send three acceptances to the Bank of Australasia, for the purpose of covering the amount to be advanced, send this acceptance as one of the securities. Your Lordships will find the very form of the acceptance given in page 61 of the Appendix, and the fact of its being so sent is proved by Mr. Walker in the passage which I have referred to,—it appears to have been drawn thus: "13th March, 1843. Three months after date pay to the order of the Bank of Australasia the sum of £15,000, and charge the same to our account.—Hughes and Hosking. To the Bank of Australia, Sydney; accepted, payable at the Bank of Australasia." Now, my Lords, it is perfectly immaterial to the Bank of Australasia who was the drawer of the bill, or what was the form of the bill; their stipulation was that the Company—the Bank of Australia—should send them acceptances as security for £150,000; the Company collect acceptances, bills in their possession, accepted by them for the purpose of answering that obligation, and among them they send this particular bill; and because the bill had been drawn to the order of the Bank of Australasia, my learned friend, Sir Fitzroy Kelly, derived from that an inference, and stated it as a fact, that this bill had been drawn for the purpose of paying a debt due by Messrs. Hughes and Hosking to the Bank of Australasia. There is not a particle of evidence of that kind, or anything like it, but the most distinct evidence to the contrary, and the bill is sent by the Bank of Australia to the Bank of Australasia as one of the securities, and accordingly your Lordships observe that it was endorsed for the Bank of Australasia, Charles Falconer, Manager, which endorsement is struck out, and the bill remains in the hands of the Bank of Australasia, and when this and the other bills became due, and were consolidated into a promissory note, the bill is paid by a cheque nominally drawn—a cheque drawn by Mr. Walker on the Bank of Australasia for the purpose of closing the account in respect of that bill: but instead of its ever being given as a security for a debt due to the Bank of Australasia, it was sent by the Bank of Australia to the Bank of Australasia as a security for the money to be advanced to the Bank of Australia. How then in the world, therefore, could bills be drawn to be applied by the Bank of Australasia for payment of a debt by Messrs. Hughes and Hosking? If it had been given to the Bank of Australasia on account of a debt due from Messrs. Hughes and Hosking, they never would have advanced the sum of £150,000, the very evidence of which was read by my learned friend, Sir Fitzroy Kelly, for the purpose of leading your Lordships to infer that this was given for a debt due by Hughes and Hosking: that very evidence proves that this acceptance was sent to the Bank of Australasia in order that they might advance the amount of it to the Bank of Australia, and the evidence is that they did carry the amount to the credit of the Bank of Australia, minus the legitimate discount of that bill. Then, my Lords, there was another attempt, in order that I may expose every one of those attempts to cause mistaken conclusions to be taken as facts; your Lordships will remember that other circumstances referred to by my learned friend Sir Fitzroy Kelly for the purpose if possible of drawing an inference that part of the money had been applied in payment of debts due to the Corporation by Messrs. Hughes and Hosking; a use has been made of certain exhibits in pages 86, 87, 88, and 89, which I may accurately describe to your Lordships as being a list of bills to which Hughes and Hosking's names appeared in one way or other, either as acceptors, drawers, or endorsers, held by the Corporation, the Bank of Australasia, in the early part of the year 1843, the 26th of January, 1843, and then it is shown that the Bank of Australasia had proved under the insolvency of Hughes and Hosking only the sum of £5900, I think, I believe that is the sum, about £6000; and then, my, Lords, it was said—Oh, but inasmuch as you have only proved £5975, ergo, said my learned friends, all the rest of the £85,000 must have been discharged. Why, my Lords, was ever such an absurd inference drawn? Is it the habit of proving under a Commission of Bankruptcy bills, when they have been paid from other quarters, or when they are held by the Bank for the purpose of enforcing payment of their creditors; it was adverted to by the Chief Justice in his charge to the Jury, who said, that may be perfectly true, and yet not one shilling of the £80,000 was paid with the money of the Bank of Australia. But how can this be used as forming the foundation of any inference against that which was actually put in by the defendants, which states positively, without any sort of attempt to answer it, that not one single shilling of the money of the Bank of Australasia was applied in payment of any debts due from Hughes and Hosking to the Corporation, the Bank of Australasia, except those things which were secured by the acceptances of the Bank of Australia itself. Now, my Lords, when they use that letter, they, having the means in their power, they having the evidence of this being the case, their imputation against the contract being, that it was made for the purpose of enabling the Corporation to get payment of the debt due to them from Messrs. Hughes and Hosking, they having it in their power to prove that fact, I desire to know why they did not prove it, and show the representation contained in that letter, put in and read by them, to be a representation contrary to the truth. Instead of that, my Lords, the only miserable expedient which was resorted to by the Australian Bank was by endeavouring to draw a mistaken inference, by the language of that bill of exchange totally disproved, and not only disproved, but absurd in itself; for to tell me that you have applied it to pay the debts of Hughes and Hosking, is to assert two things that are directly inconsistent and at variance with each other; and then, to derive an inference that whereas at a given time, six months before the time of proof, we held bills to the amount of £85,000, and, at the time of proof, we held bills to the amount of £5900, to draw an inference from that, that the Bank of Australasia had paid the difference, is to draw an inference which is absurd; because, it is clear that the bills were bills to which many persons were liable, and the individuals who derived this inference have told you in the language of the letter of the 9th instant, that not one sixpence ———

Lord Campbell—You do not mean to say that all was paid?

Mr. Bethell—No, my Lord.

Lord Brougham—Your intention, I understand to be, that having those bills which they expect to be paid, they did not choose to prove on the estate of Hughes and Hosking.

Mr. Bethell—Many of them remain at this moment unpaid; there may have been very good reason for not proving, and for another reason, your Lordships know you are obliged to exhibit bills; there may have been also good reasons in this way, that in many cases the proof would not be admitted except on certain terms, and there are a hundred cases which must occur to every one of your Lordships, as your Lordships know, in which we advise parties not to prove bills. But what I am dealing with is this; your Lordships are desired to infer, not that the £80,000 has been paid, but that the £80,000 has been paid out of a particular quarter; that the £80,000 had been paid from some quarter or other; but my learned friend Sir Fitzroy Kelly, desires your Lordships to infer the difference must have been paid through the medium of the Bank of Australia; and the moment he draws that inference, he reads that letter containing a representation directly to the contrary. Now, my Lords, I have gone through the case with regard to this point as to Messrs. Hughes and Hosking, and I humbly desire of your Lordships to put your finger on any single particle of the transaction which can be used for the purpose of imputing to the Bank of Australasia any kind of sinister view to their own interests, in the stipulations which they have entered into. My Lords, I say that the money was advanced and the contract was entered into, neither directly nor indirectly with a view to pay any of the debts of Messrs. Hughes and Hosking to the Bank of Australasia at all. I say, that the contract being entered into to enable the Bank of Australia to meet its current engagements, part of those current engagements consisted of a number of acceptances which, when the money was advanced, were found to be in the hands of the Bank of Australasia, and which were paid as a part of those current engagements. And, therefore, my Lords, can it be said for one moment, because part of the loan was applied in payment of the acceptances of the Bank of Australia, that that renders the loan bad? The argument will not bear the statement. How then, my Lords, does the case stand? The money has been advanced to a bank covered with embarrassments, and, to my great surprise, and some amusement, the fact of the Bank of Australia having incurred these large liabilities with Messrs. Hughes and Hosking, was adverted to as if it was a reproach to the Bank of Australasia. My Lords, the only thing we are enquiring about is, whether the liabilities of the Bank of Australia at the time of its embarrassments, were liabilities bonâ fide existing, and actually incurred by them, and rendering it necessary therefore that they should have assistance for that purpose. The whole evidence shows in the most clear and distinct manner, that that was the state of the affairs of the Bank of Australia, and that the money of the Bank of Australasia was actually disbursed according to the order of the Bank of Australia, and the only complaint, the complaint made by the bank against the other, by the Corporation against the Company, is, that the prudent safeguard that the Corporation wished to interpose to protect the Company against augmenting its debt from Messrs. Hughes and Hosking, was disregarded by them in violation of the conditions of the deed. Now, my Lords, I have gone through every one of these things attempted to be set up as reasons why this contract should be considered as illegal, and therefore void. The stipulations as to one of them, might be beyond the powers of the deed, but in other respects by no means beyond the power; and with regard to the latter part, namely, the stipulation that there should be no transfer of shares of the Bank of Australia after the money had been advanced, it was represented as a fraudulent stipulation, contrary to the powers and duties of the Directors; my Lords, in the first place, it admits of the same answer which I have given to the others, namely, that it is to be laid before the proprietors; but I apprehend that that was the ordinary power of the proprietors, because your Lordships will observe that the transfer of shares has certain conditions imposed upon it, and the transfer of shares is not to be made without the consent and concurrence of the Company. Now, my Lords, was it a just thing? If I lend money to a Joint Stock Company at a particular time, in which Joint Stock Company I know that there are a great number of wealthy proprietors, is it or not within the power of the Company entering into the contract to stipulate that the proprietors shall not be altered; because, my Lords, of necessity it forms an essential part of my security. I humbly submit to your Lordships, that whether that stipulation was or was not within the power of the Directors of the Company to contract, must be governed entirely by the same considerations which we have applied to the power to mortgage, because if might be that no power to mortgage can be exercised at all in the market unless accompanied with an engagement that the liability of the persons in the Bank should not be altered, because it is for the security of the individuals lending; but that points also in a great degree to a reference to who are the shareholders of the Bank, to whose personal liability it may be necessary hereafter to resort. Then, my Lords, with regard to that, it will be governed by the same rule; but all the observations apply to it; if it was within the power of the Directors it was good; if it was not within their powers it was inoccuous; it binds no shareholder; if a shareholder attempted to transfer his shares it was met by opposition, of which some gentlemen have been brought forward to give proof. Then the answer is simply this, that he might in proper form of law have compelled the Directors to have accepted the transfer, but the provision was one which imposed no limitation at all on the power of the shareholders, unless it was a limitation which the law enabled the Directors to impose, and if the law enabled the Directors to impose it, we must take it to have been a stipulation rightfully introduced, and one which the Directors had power to make. My Lords, I am ashamed to think that in consequence of the various things which have arisen, I have continued my address so long—I have only one more word to say. It has been said that I relied upon a contract resulting from the application of the money, I said no such thing; when I relied upon the application of the money I relied upon it for two purposes to which I must beg your Lordships' attention, when I show that the money was actually applied to the use of the Bank, I prove thereby that the loan was made for partnership purposes, which is an essential term in the proposition that the Directors had power to contract the loan; but secondly, when I rely on the fact of the money being for the purposes of the Bank, I rely upon it with reference to the knowledge and acquiescence on the part of this Company by reference to the power of the general meeting of the shareholders, provided to be held half-yearly, and when it was objected to me that no body could ratify who had not power to give antecedent authority. I have anticipated the objection by founding the argument rightly or wrongly upon this, that whatever discretionary thing was done by the Directors within the scope of the partnership business, touching the use and the application of money, if it was entered in the books and in the accounts of the Bank, and submitted to the half-yearly meeting and passed and approved thereat, it gave a sanction to the transaction within the ordinary powers of that meeting, as given to them by the clause of the deed, which ratified and confirmed the transaction, just as much as if the transaction had amounted to an original antecedent contract, and my argument, your Lordships will remember, was this, I showed your Lordships that the half-yearly meetings were convened for the purpose, as I said, of taking stock, of examining the accounts of the Bank, and auditing and passing those accounts; and that the proprietors present at that half-yearly meeting, even if they were but two or three, or half a dozen, had by the terms of the deed, power to bind the whole—the affairs of the Bank, therefore, in borrowing and lending, being committed to the discretion and judgment of the Directors, if a sum of money had been borrowed by them in the exercise of that discretion and judgment, and applied to partnership purposes which was entered and passed in the books of the partnership, and in the accounts audited, passed, and approved of by the shareholders, the case was reduced to the very position in which we find the case of Sandilands v. Marsh, where a transaction not within the scope of the partnership business was nevertheless held to have actually bound the partners, not antecedently cognizant by virtue of its being entered in the books, and by virtue of his knowledge thereof and acquiescence therein. The knowledge and acquiescence being considered equivalent to antecedent authority. In no respect, therefore, my Lords, do I rely on the simple application of the money; we all very well know that the simple application of money without my knowledge, and against my will, cannot create between me and the individual whose money it is, any legal privity, or amount to any legal contract, and all attempts to enforce that, were in truth enforcing a proposition which I most readily would have admitted, and to state that the contrary proposition was advanced by me, was an utter misrepresentation of my argument; but if money is used within the scope of the partnership, although there was no antecedent authority to apply it, yet if it be in the partnership accounts, and they are audited and settled by the individuals who have a right to confer the authority, then that knowledge, and that acquiescence, and that approbation of the transaction subsequently given, is equivalent to the antecedent authority. Those, my Lords, are all the topics which I have to advert to, except this, that I interrupted my learned friend to tell him that his representation that the loan was 10 per cent., which was continued down to the present time, was an incorrect representation, and of that, your Lordships will find the evidence in page 68 of the appendix, in their own report to their own shareholders, in which they state a report made in January, 1844, that the charge now made by the Union Bank and the Bank of Australasia, by the Union Bank is 6 per cent., and by the Bank of Australasia 8 per cent., the original acceptances were, for the first three months, to pay interest at 10 per cent., when they were renewed the interest was reduced to 8 per cent., and from that time to the present it is at the rate of 8 per cent. And your Lordships will observe also, that one of the purposes of the loan, as stated by themselves to their own proprietors, were to prevent the Bank from stopping, and to enable its shareholders to receive a dividend of 8 per cent. My Lords, I humbly, trust that under all these circumstances, your Lordships will be of opinion that this is not only a most just and honest agreement, but that it is one which will stand any ordeal of legal investigation, and that upon this contract we are entitled to recover.

Their Lordships reserved judgment.

DOMESTIC INTELLIGENCE.

INSOLVENT COURT.

Friday.

Before W. A. Purefoy, Esq., Chief Commissioner of Insolvent Estates.

In the estate of Frederick Cruikshank, a single meeting was held, but at which no business was transacted, and it was adjourned to the 27th instant.

In the estate of Charles Henry Hill, an adjourned second meeting was held, when after the insolvent had been again examined at considerable length by Mr. Fitzhardinge, it was further adjourned until the 27th instant.

In the estate of Michael Gannon, an adjourned meeting, for the examination of witnesses was held, but no business was entered into, and it was again adjourned until the 10th instant.

MEETINGS FOR TO-DAY.

In the estate of Sizar Elliott, an adjourned single meeting, at 10 o'clock.

In the estate of William Mitchell, a third meeting, at 11.

MEETINGS FOR MONDAY.

In the estate of John Collie, a special meeting, at half-past 10 o'clock.

In the estate of William Pawley, an adjourned meeting for examination, at 11.

In the estate of S. A. Bryant, a special meeting, to make an offer of composition, at 2.

ABSTRACT OF SALES BY AUCTION THIS DAY.

Mr. W. G. Moore.—On the Premises, Park House, Park-street, at 11 o'clock, Household Furniture, &c.

Mr. Armstrong.—At his Repository, at 12 o'clock, Horses.

Mr. C. Newton.—At his Rooms, at 11 o'clock, Boots and Shoes.

Mr. G. A. Lloyd.—At the City Mart, at 11 o'clock, Paper, Copy Books, Envelopes, Chronometer, Flour, Cheese.

Mr. Stubbs.—At his Mart at 11 o'clock, Household Furniture, Gigs, Carts, and Sundries; at 12 o'clock, Books, and 203 Acres of Land at Jerry's Plains.

Mr. Mort.—At his Rooms, at 12 o'clock, Wool, Tallow, Hides, Sheepskins, Bacon, Tobacco.

Mr. Stewart.—At his Stables, York-street, at 11 o'clock, Horses, Carriage Harness, Saddles, Dog Cart.

Mr. J. G. Cohen.—At the Circular Wharf, at 11 o'clock, Surplus Stores and Fittings of the Emigrant ship Subraon.

Mr. H. A. Graves.—On the South Head Road, opposite the New Barracks, at half-past 10 o'clock, Household Furniture, and Fittings for a Butcher's Shop.

Appointments.—His Excellency the Governor has appointed the following gentlemen to be magistrates of the territory and its dependencies, viz.:—John Bowler, Esq., of Summer Hill, Molong; Frederick M'Donald Lockyer, Esq., of Goulburn; Lieutenant John Lloyd, R.N., of Panbula, Twofold Bay; and Saul Samuel, Esq., of Wellington.

Medical Board.—His Excellency the Governor has directed it to be notified that Farquhar M'Crae, Esq., M.D., has been appointed a Member of the Medical Board of New South Wales.

Electoral Lists.—His Excellency the Governor has directed it to be notified that he has appointed the undermentioned gentlemen to assist in revising the electoral lists: Berrima—William John Cordeaux, and Henry Molesworth Oxley, Esqrs.

Ten Pounds Reward, or a Conditional Pardon.—It having been represented to the Government that the Church of St. Matthew, at Windsor, was forcibly entered on the night of the 15th ultimo, by some person or persons; His Excellency the Governor has directed it to be notified, that a reward of ten pounds will be paid to any free person giving such information as shall lead to the apprehension and conviction of the guilty party or parties; or if the person giving such information be a prisoner of the Crown, he will be recommended to Her Majesty for the allowance of a conditional pardon.

Grain.—Statement of the various descriptions of grain held by Government, on the 1st May, 1848—Wheat, 39,014 bushels. Maize, 6640 bushels.

Port Phillip Revenue.—The gross amount of the revenue of the district of Port Phillip for the first quarter of the present year was £45,400, an increase on the corresponding quarter of last year of nearly £15,000. A large portion of this amount is comprised in the item "Assessment on Stock, £9641;" the Act not having been in force last year. The customs show an increase of £2000. The sales of land and allotments amounted to £17,198, an increase of £2100. The few items on which there is a decrease call for no particular notice, being simply the variations in the receipts at the Government Offices which generally take place. The ordinary revenue of Port Phillip now exceeds £100,000 a year.

Police Office.—The Mayor and Captain Innes were assisted on the Bench, yesterday, by Captain Moriarty and Messrs. Smart and Sillitoe, who were the Magistrates on the roster for the day. The Magistrates summoned for to-day are Alderman Thurlow and Mr. Stirling.

Annual Licensing Meeting.—The Magistrates will meet to day at eleven, for the purpose of proceeding with the business before the Licensing Meeting, and receiving the acknowledgment of publicans' recognizances.

The Burra Burra Mine.—The third annual meeting of the shareholders in the Burra Burra Mine was held at Adelaide on the 19th ultimo. During the year ending March 31st, 13,533 tons of ore have been raised; 2528 tons had been sold in Adelaide; 3104 tons had been shipped for sale; and 8000 tons were on hand, either at the mines, on the road, or at the port waiting for shipment. Advices had been received of the sale in England of 3000 tons, at the average rate of £23 8s. 7d. per ton. Within the last nine months the shareholders had received dividends to the amount of £73,920, or six hundred per cent. on the capital stock, and the directors proposed that in future a quarterly dividend of two hundred per cent. should be paid, so that the shareholders will receive £40 per annum for every £5 share. The £5 shares were selling at £150.

Burglary.—About half-past two o'clock on Thursday morning constable Johnson observing a cab standing at the door of Curran's, the tobacconist, in King-street, went towards it, but just as he reached it it drove off, when seeing that one of the shop shutters had been forced he followed it; but after doing so at a hard run, until it had got about a quarter of a mile along the Woolloomooloo road, he was compelled to give up the chase. On returning to Curran's it was found the shutter had been prised up and a pane of glass cut, and property consisting of cigars, snuff-boxes, and fishing tackle, to the value of £10, stolen from the window. Subsequently, about half-past one on yesterday morning, constable Johnson fell in with two men lurking about Macquarie-place, and recognising one of them as having seen him with two others in conversation with the cabman at Curran's on the previous morning, he took him into custody, and on searching him found in his possession a glazier's diamond, respecting his use for which he gave a most unsatisfactory account. The prisoner, who gave his name as James Griffiths, when yesterday before the Police Court, having stated he could prove an alibi on the Thursday morning, was remanded until to-day in order to enable him to do so.

Robberies.—Some time during Tuesday night, a box belonging to a person named Antonio Silver, was, in a lodging-house in Cumberland-street, opened by means of a false key, when twelve £1 notes were taken. Suspicion rests upon a man who was a lodger in the house at the time, but had absconded.—A man named Smith was on Thursday night given in charge to the police by a person named Curtis, for having stolen, about a week previously, a case of gin, three new satin vests, and several other articles of wearing apparel, making up in value the amount of £10, from on board the Mary Ann schooner, lying off the Flour Company's Wharf. The prisoner was brought before the Police bench yesterday, when he denied the charge, but refused to give any account of himself, and was remanded to the Water Police Court.

Inquest.—An inquest was held yesterday, by the Coroner, at Mr. Solomon's, the Crooked Billet, Lower George-street, touching the death of George Jones, then lying dead at the residence of Mr. Dean, of Church-hill, in whose service he had been employed as a clerk. The evidence adduced showed the deceased to have been a man of most intemperate habits, and although he had abstained from drinking deeply during the past week, it had been principally on account of his suffering severely from affection of the heart. The deceased had been spoken to at about seven o'clock yesterday morning, when he drank half a glass of gin, but was shortly afterwards found dead. Dr. M'Kellar deposed that Jones had called on him on Wednesday, at which time he was suffering from disease of the heart and lungs, when he prescribed for him. He (Dr. M'Kellar) had known him to have been a hard liver, and had no doubt death had resulted, accelerated by intemperance, from the diseases he alluded to. The Jury then returned a finding of death from disease of the heart, accelerated by habits of intemperance.

COMMERCIAL INTELLIGENCE.

Orders for goods from the outports have afforded our depressed market considerable relief for the last few days; independent of these the amount of business transacted has been trifling, and sales only to supply immediate wants.

Ales—In wood—Best brands are in steady demand; of inferior quality it is difficult of sale at remunerating rates.

„ In Bottle—Considerable accession to our stock; late arrivals will prevent any advance for the present.

Anchors—Still enquired for.

Apples—Dried—None in first hands; there are enquiries for small lots as the winter advances.

Blue—Colman's No. 1 has been selling at 11d., but easier terms are now submitted to.

Brandy—Sales are only to a limited extent; former prices are not maintained, and heavy arrivals to the outports will prevent us having relief from there.

Candles—Stearine continue to be enquired for.

Carbonate of Soda—In demand.

Carraway Seed—Enquiries.

Cheese—Small parcels of Chedder or Berkeley would command a ready sale at a fair advance.

Cigars—Continue to move off, and as the imports fall short of the demand, it is to be hoped that remunerating prices will be obtained ere many weeks pass over.

Coffee—Some sales have been effected, but with such heavy stocks we cannot anticipate very much advanced rates at present. All sales are now effected at a loss on import prices.

Copper—With present heavy stocks, extreme prices are asked; the demand for the season having in a great measure ceased, holders can scarcely anticipate making 14d. to 15d., which rates are now asked.

Cordage—English—This market is quiet; remunerating prices cannot be obtained.

„ Manila—Stocks are light, and only in the hands of one party; there is considerable enquiry; of sizes the trade are perfectly bare.

Cream Tartar—Enquiries.

Currants—A very brisk demand tends to keep prices steady; 5½d. is readily obtained for first-rate fruit.

Epsom Salts—Market not yet relieved from former heavy stocks.

Figs—Of good quality meet ready sale as they come to hand.

Fruit—Bottled—Commands a ready sale at a fair advance.

Ginger—Enquiries for bleached.

Glass—Crown and sheet still abundant, and in the hands of several parties.

Hams—York—Sales are being effected at 9d. and 10d.

Hardware—Descriptions realize a fair advance on invoice cost.

Hollowware—Still enquired for.

Hops—Several lots have changed hands at a reduction on former rates; there are still some lots which must be cleared off ere any advance can be looked for; for East Kent, best brand 1847, 1s. is asked.

Iron—Bar and Bolt—Well assorted invoices command ready sale at £17 to £18.

„ Hoops—There is a large quantity of unsaleable descriptions; but sizes would command very high figures.

Isinglass—Book—This being all in the hands of a few of the trade, an advance may be looked for.

Lead—Sheet continues to move off at about 25l.

Liquorice—Enquiries; light stocks.

Matches—Bell's congreve—enquiries.

Molasses—Moves off to the trade at 9l.

Nails—Are in fair demand, of sizes.

Oil—Black—Light stocks and steady demand.

„ Castor—Heavy stocks and slow sale.

„ Cocoanut—None in the market.

„ Linseed—Abundant.

„ Olive—In jars and bottle, continues scarce.

Pickles—Pints are in demand, 9s. 6d. to 10s. being readily obtained.

Pimento—Scarce.

Pitch—Ditto.

Porter—In bottle, considerably increased stocks tend to keep prices low.

„ In wood—Very abundant, and low figures only obtainable.

Raisins—Light stocks; move readily at 37s. 4d.

Rice—Late arrivals have again reduced prices; importers ask 25s. per bag for Patna, at which rate considerable sales have been effected.

Rum—B.P.—Former rates are not obtainable.

Salt—An advance is again perceptible; few importers will sell under 5l.

„ Rock—Stocks are light, and principally in the hands of one party.

Senna—Continues very scarce.

Sheepshears—Stocks light.

Soda Ash—Sale of 51 per cent. at about 18l.

Soda Crystals—Without enquiry.

Starch—Late importations are obtainable on easier terms.

Staves—A small importation just landed (Quebec) will realise a fair profit, stocks being very light.

Sugar—China brown, we notice sales of low quality at about £15 10s.

„ China brown, for ration purposes, £16 10s. to £19 is asked; at these rates it moves of in small quantities.

„ China white moved in small quantities at £24 10s. to £25.

„ Java, crystalized white—we notice sales at similar rates.

„ Pampanga and Pangassinan move off in small quantities at about £20.

„ Refined English—unsaleable at remunerating prices; we notice shipments to the outports from first hands.

„ Refined colonial still moves off at 37s. 4d., principally for the outports.

Tar—Stocks continue light.

Tea—Congou, we notice sales at £4 5s. to £4 6s., for best brands.

„ Hysonskin, best brands move steadily at 60s.; for inferior qualities easier rates are submitted to.

Tin—Block continues scarce.

„ Plates, stocks fully equal to consumption.

Tobacco—Little alteration, 12d. to 14d. for Barratt's being asked.

Walnuts—None in the market.

Wines—Stocks continue to increase, and sales difficult of being effected.

Woolbagging—None of first quality in the market.

Wool-lashing—Trifling sales at £25 per ton.

Zinc continues scarce.

R. HARNETT,
Broker.

470, George street.

FREIGHTS TO BRITAIN.

Hides	£2 0 0
Oil (imperial)	5 0 0
Ore	£2 0 0 to 2 10 0
Tallow	4 0 0
Wool	0 0 1½

EXCHANGE.

Bank Drafts 30 days sight, 2½ per cent. prem.

SYDNEY MARKETS.—Friday.

Wheat.—In the course of the week considerable sales have been made of Launceston wheat, at 4s. and 4s. 3d. per bushel. There has been a large supply of colonial wheat, but the greater portion has been of inferior quality, and has sold at rates varying from 2s. 6d. to 3s. 3d., whilst for good, which is scarce, 3s. 6d. to 4s. per bushel, according to quality, has been obtained.

Flour.—The price at the mills is, for fine, £11 per 2000 lbs. cash, seconds £9.

Biscuit.—No. 1, cabin, 18s.; No. 2, pilot, 15s.; No. 3, ship, 13s. per cwt.

Bran.—Wholesale, 10d.; retail, 1s. per bushel, cash.

Bread.—3d. is the price generally charged for the 2lb. loaf.

Grain.—There has been but a very scarce supply of maize during the past week, and the prices paid by the dealers have been 1s. 7d. to 1s. 8d. per bushel. English barley has sold at from 4s. to 4s. 6d. per bushel, and oats at from 5s. to 5s. 3d. per bushel.

Potatoes.—Sales are still very dull, and prices range much the same as last week, being for colonial 40s. to 45s., and Circular Heads £3 15s. to £4 per ton.

Horned Cattle.—There have been extensive arrivals of stock from the interior during the past week, but the butchers having bought freely, the market cannot be said to be glutted, although pretty full. The condition of the stock, has, with a very trifling exceptions, been good, and to this cause may be attributed there being no decrease in price, as the rate paid for some hundreds of cattle during the week has been from £2 to £2 5s. per head. In calves there is no alteration in price to report, it varying according to age and condition from 5s. to 20s. per beast. Milch cows, although not in so great demand as a fortnight since, owing to a number having been brought into the market, are still ready of sale. A small lot sold by auction last week went off at from £2 to £4 each.

Sheep.—A complete glut prevails, although large purchases have been made. The rate given has been for sheep of fair middling quality 4s. to 4s. 6d. A flock of the best seen in the market for some time past were bought at 6s.

Horses.—The public sales of horses during the past week have been by Mr. Stewart—16 horses, mostly unbroken, at an average of about £7 per head; gig and saddle horses, at from £10 10s. to £15 15s. Mr. Armstrong has sold 9 very superior colts, broken in, at an average of £14; 14 ordinary colts, one and two-year olds, unbroken, at an average of £4 15s.; and 6 unbroken colts, middling description, at an average of £6 6s. per head. There is at the present time a supply far above the demand for unbroken horses in the market.

Pigs.—The supply is a plentiful one. The pork butchers are giving 2½d. to 2¾d. per lb. for carcassing.

Dairy Produce.—Market dues were paid for two tons of butter last week, and this article if of good quality has sold readily at from 6d. to 8d. per lb.; two tons of bacon sold at the market at from 4½d. to 5d. per lb.; one ton of cheese paid market dues, and realised 3d. to 4d. per lb. Lard is in request, there being very little in the market, and a good price would be realised.

Eggs.—8d. to 10d. per dozen has been given by the dealers.

Poultry.—Twelve loads paid market dues in the course of the week. Prices have been—fowls 1s. 8d. to 2s. per pair; geese 5s. 6d. to 6s. 6d. per pair; turkeys 7s. to 9s. each; ducks 2s 6d. to 3s. per pair; pigeons 1s. 8d. to 1s. 10d. per pair.

Fruit.—Thirty loads were received into the market in the course of the week. The approach of winter is becoming apparent in the market by the supply of fruit being a limited one, both in quantity as well as the description, it consisting chiefly of apples, pears, and a few peaches and oranges, but the former are the last of the season, and merely fit for preserving purposes, and the latter are at present far from ripe. There have been however some very good loquats in the market during the week; prices have been—apples, Van Diemen's Land (both scarce and inferior) 1s. to 1s. 6d. per dozen; apples, colonial baking, 1s. to 2s. 6d. per basket; pears (table), 1s. per dozen; ditto baking, 1s. 6d. to 2s. per dozen; bananas 2s. to 2s. 6d. per dozen; figs 6d. per dozen; loquats 9d. per quart; oranges, Seville and table, each 1s. per dozen; peaches 1s. 6d. to 2s. per basket.

Vegetables.—Forty loads paid market dues during the week, and which sold at the following rates:—cabbages, 2d. to 4d. each; red ditto, 3d. to 8d. each; peas, 2s. 6d. per peck; French beans, 1s. 6d. to 2s. per ditto; lettuces, 1½d. each; radishes, young onions, and eschalots, each 1d. per bunch; vegetable marrows, 4d. each; parsnips, turnips, and carrots, each 2d. per bunch; cucumbers, 2d. to 3d. each; horseradish, 4d. to 6d. per stick; pumpkins, 3d. to 6d. each; celery, 4d. to 6d. per stick; chilies, 4d. per quart; tomatoes, 6d. per dozen; dried onions, 11. per cwt., or 3d. per lb.

Forage.—There was a larger supply of forage, and, taken as a whole, of superior quality, at the Campbell-street market yesterday, than has been seen for months past. The supply, however, of the whole week has been a very good one, there having been dues paid for eighty loads of hay, thirty loads of straw, thirteen of green fodder, and eight of green bedding. The prices realised were—for lucerne hay, 4l. to 4l. 10s.; for grass, 2l. 10s. to 3l., and for oaten 7l. 10s. to 7l. 15s. per ton; for straw, 3s. to 3s. 6d. per cwt.; for green fodder, 8d. to 9d. per dozen bundles: and for green bedding, 2s. 9d. to 3s. per load; Wollongong (grass) hay was sold at 3l. to 3l. 10s., and Van Diemen's Land hay, 5l. 10s. to 6l. 10s.

Leather.—The prices of the week have been—Kangaroo skins, 2l. to 2l. 5s. per dozen; kip, 11d. to 1s. per lb.; basils, 6s. to 7s. per dozen; saddlers', 7s. to 9s. per dozen; sole leather, 6d. per lb.; calfskins, 3s. 6d. to 4s. per lb.; harness leather, 8d. per lb.

Fuel.—Prices continue as last given.

Building Materials.—Every article in this line has been on the advance during the past week. Prices now are—Shingles, 11s. to 12s. 6d. per 1000; slabs, 2l. per 100; posts and rails, 28s. per 100; laths, 6s. 6d. to 7s. per 1000; four feet ditto, 9s. per 1000; sawn stuff (hardwood), 10s. 6d. to 11s. per 100 feet; cedar (scarce), in flitch, 12s. 6d. per 100 feet; sawn half-inch, 1½d.; inch, 2½d.; one and quarter-inch, 3d.; one and half-inch, 3½d.; two inches, 4½d. per foot.

Gigantic Gasometer.—There is now in the course of construction, at the iron foundry of Messrs. Westwood and Wrights, Hope Works, Brierly-hill, a gasometer measuring 471 feet in circumference, the mean diameter being upwards of 150 feet. The depth from the centre of the crown to the bottom will be 45 feet, of which 38 feet is to be the available mean depth for containing gas, and it is calculated it will hold 671,498 cubic feet. This stupendous piece of workmanship will contain upwards of 28,000 feet of rivetting, and when completed will weigh upwards of 400 tons.—*Globe.*

Military Emigration to New Zealand.—Belfast, Dec. 24.—The Anne, government transport ship, with volunteers from the pensioners of the United Kingdom, has been lying for the last two months in the Lough, opposite to Carrickfergus, in consequence of small-pox and measles having broken out among the children, but as they have now completely recovered, the vessel sailed on Wednesday for New Zealand. We have never seen a vessel better fitted up for the comfort and accommodation of passengers. We understand that ere long another batch of the enrolled pensioners will be allowed to extend their services to New Zealand. There will shortly be an addition made to the local companies of this district, from the reserve.—*Banner of Ulster.*

The Cholera.—The Bishop of London has addressed a pastoral letter to the clergy of his diocese on the near approach of the cholera. Our limits do not allow us to quote this document, which occupies a large space in the daily papers. We may state, however, that it is remarkable chiefly as emanating from such a quarter, and as containing, with all the force of episcopal authority, the best arguments in support of a sanitary movement. Two-thirds of the letter are occupied with the precautions by which the possible arrival of cholera should be anticipated. It also insists on the connexion of cholera with filth and intemperance, and on its non-contagious character, and it concludes by recommending the clergy to enforce the efficacy of prayer and repentance, and to "admonish those who are stationed on the vantage-ground of life, that after the most strenuous exertions of benevolence on their part to avert the threatened scourge from their brethren, they themselves may fall under it; and that the best preparation for all classes is to do their duty, and to put their trust in God."

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CITY COUNCIL.

THURSDAY.

PRESENT—The Mayor; Aldermen Allen, Little, Fisher, and Wilshire; Councillors Hyndes, Moore, Paton, Ryan, Jenkins, Sillitoe, Titterton, Board, Brown, Moir, Neale, and Wilkie.

LEAVE OF ABSENCE.

Leave of absence for the day was granted to Messrs. Henderson and Thornton.

ABSENTEES' FINES.

Mr. JENKINS enquired of the Mayor whether the members on whom fines had been imposed for non-attendance had as yet discharged them.

The MAYOR replied that an account of them was being made up, and he would see that the matter was not neglected.

HACKNEY CARRIAGE BY-LAWS.

Alderman LITTLE moved that the Council should go into Committee for the purpose of granting licenses to such as had applied for them for hackney carriages, cars, and omnibusses, and the drivers thereof.

Mr. JENKINS seconded the motion, being of opinion that it was quite time that those who had been so long cutting up and destroying the streets of the city should contribute something towards its funds.

The Council then went into Committee.

After some short time had elapsed, during which the discussion was on mere matters of detail,

Alderman WILSHIRE, who had just then arrived, said he feared the present meeting was not legally constituted. He found by the minutes of the previous meeting that it had been adjourned by the Mayor until to-day; but he (Alderman Wilshire) questioned whether the Mayor had this power, for on referring to the 94th section of the Act of Incorporation, it there appeared that the question of adjournment must be carried by a majority of the Council. The reason inducing him to draw attention to this was, that the Council had met to-day on a subject of great importance, and any illegality now occurring might be the cause of much future litigation ensuing, and he distinctly disclaimed any idea of acting in opposition to, or desiring to, impede the progress of the business of the day. Seeing, however, the City Solicitor present, he should be glad that that gentleman's opinion should be taken on the point.

After considerable discussion, the Council concurring in Mr. W.'s views, the members separated.

COURT OF CLAIMS.—The Commissioners will proceed to investigate the following claims to lands and town allotments, for deeds of grant, on Monday, the 15th May, at eleven o'clock, at the Court House, in Bent-street. Case No. 1270. Robert Towns, of Sydney, merchant, and Stephen Addison, of Illawarra, gentleman, by their solicitor R. J. Want, Esq.; 1271. Sophia Louisa M'Donald, of West Maitland, by her solicitors Messrs. Nichols and Williams; 1272. Trustees of James Barker on behalf of George Tulley; 1273. Thomas Tanner, of Worregee, Shoalhaven, or heirs of Henry Hart, deceased, opposed by Samuel Barnett, through his solicitor Charles Henry Chambers, Esq.; 1274. Mrs. Emily Bell, of Liverpool-street, Sydney, widow: 1276. Special case, Charles Rodius, of Elizabeth-street, Sydney, artist.

THE LATE KIAPARA MURDER.—We have been enabled to obtain an account of this affair through the kindness of a gentleman who has just arrived from the Kaipara district, which we believe may be depended on. A native called Kapu, remarked for eccentricity of conduct, living in a hut on the mountain of Kangiuhe, suddenly struck another native of the name of Jacky, in the forehead, with a squaring-axe, and killed him. The murdered man was sleeping at the time, but there were many other natives in the hut, all engaged in their evening prayer, in which the murderer himself was joining at the time he struck the blow. The surprise and confusion was so great that he was suffered to escape to the bush, where he remained for a while, but presently returned, when he was secured and his hands bound behind his back. The sufferer is reported to have been of an exceedingly mild and inoffensive disposition, nor could any other cause than insanity be assigned for the perpetration of the crime. Early next morning by break of day, Tirerau was informed of the circumstance, and immediately repaired to the spot, in company with the Rev. Mr. Buller, Wesleyan Missionary at Kaipara, where the natives, relatives and brothers of the murderer, sat in judgment, and immediately pronounced him worthy of death. They seemed, however, unwilling to carry the sentence into execution, which disinclination Mr. Buller immediately took advantage of, and commending them very much for their forbearance, advised them to carry the prisoner to Auckland, where he would be dealt with according to the forms of English law. Their answer was—"Who would take the trouble to carry such a fellow, a murderer, to Auckland? No! we'll execute judgment ourselves." We have learned from another source, that they likewise asked what payment they would receive for their expenses? and who was to be responsible for it? a question which of course Mr. Buller was unable to answer. Some proposed that Kapu should be killed by the axe with which he committed the deed, but were overruled by the others, on the ground that shedding of blood was contrary to the Scriptures. It was therefore determined, that as Jacky was buried, Kapu should be buried likewise. When asked what could have moved him to the commission of so foul a deed, he replied that long ago he had received some provocation from the deceased; but the excuse was held so frivolous and unsatisfactory, as to meet with the utmost contempt from his own brethren. The next day a deep pit was prepared, into which he was thrown, having pleaded in vain for a respite, on the ground of having several others to kill, amongst whom was the Chief Tirerau himself, and was covered up with all expedition.—*New Zealander, March 29.*

NEWS FROM THE INTERIOR.

(From our Correspondent.)

MUSWELLBROOK.

WE have had here, on Saturday and Sunday, some showers of rain, which will have a very beneficial effect, for the wheat sowing, &c., and on vegetation, before the winter sets in. The new line of road from Watson's, the half-way house between Singleton and Muswellbrook, is nearly completed, which will enable teams to escape what is generally known as the Grass Tree or Big Hills.

Our chief constable has again apprehended another lawless and brutal ruffian, named David Thomas, charged at Newcastle with abusing an infant under the age of ten years, and for whose apprehension a warrant was issued. It appears, that after committing the infamous offence, and finding the police there were after him, he absconded from Newcastle a day or so previous to Mr. Fox's recent visit there in search of the late murderer from Muswellbrook; the particulars of the case and description of the man Mr. F. gleaned before leaving Newcastle; search was made for him in all directions by the police of different districts, without success; nothing was heard of him until Friday last, when Mr. Fox was riding out on the Muswellbrook road: he met a horse team, bound for New England, and a short distance behind the dray he saw a man walking, who, on observing the Chief Constable approaching towards the dray, ran to get on the other side of the dray to escape his observation, which however we are glad to say he did not succeed in doing; Mr. Fox, considering he answered the description of the aforesaid person, apprehended him, and this day he was brought before the Bench and identified as the ruffian who committed the aforesaid offence, and was ordered to be forwarded to Newcastle where the crime was committed.

April 29.—A few days since the chief constable received information, about nine o'clock at night, that the stores of Mr. Hegarty, at Muswellbrook, had been robbed of a quantity of tea, sugar, tobacco, &c. Mr. F. traced the robbers that night to a house above two miles from the township, and on searching it Mr. Fox found the whole of the stolen property in one of the rooms, a man named Clarke was committed for the robbery, and the owner of the house, named Macnamara, was committed for receiving the property, knowing the same to be stolen.

MARRIED

April 29th, by special license, at Gundagai, by the Rev. C. F. Brigstocke, John Pring, Esq., of Murrumbidgee, to Elizabeth Newnham, ninth daughter of Mrs. William Tooth, of Tumut.

DIED.

At Waiapu, East Cape, (New Zealand), on Friday, 31st March, the Rev. Charles L. Reay, M.A.

NOTICES of Births, Deaths, and Marriages, must be authenticated and paid for as advertisements, or they will not be inserted.

SALES BY AUCTION.

EXTENSIVE SALE OF HOUSEHOLD FURNITURE.

MR. W. G. MOORE

HAS received instructions to sell on the premises, Park House, Park-street, on

THIS DAY, 6TH MAY,

At 11 o'clock,

The whole of the Household Furniture, comprising—

Dining table, 18 feet long; carpet, sofa, cheffoniers, chairs, washstands, eight-day clock, looking glasses, bedsteads, mattresses, bedding, fenders and fire irons, chest of drawers, China, kitchen utensils, &c.

Terms—cash. 7752

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11 BALES PAPER.

TO STATIONERS, DRAPERS, GROCERS, STOREKEEPERS, AND OTHERS.

MR. GEORGE A. LLOYD

Has been instructed by the importers, to sell by auction, at the City Mart, 474, George-street,

THIS DAY, 6TH MAY,

At 11 o'clock,

Without Reserve.

AN Invoice of Paper, just landed, comprising,—

1—One bale confectioners' bag paper, 9, 11, and 19 lbs.

2—One ditto ditto, 31 lbs.

This is the first paper of the kind imported, being of a much improved and very tough texture, made expressly for bags, and sent as a sample only.

3—One ditto royal hand (grocers' white)

4—One ditto ditto ditto

Double small hand, 14 lbs.

5—One ditto double small hand, 12 lbs.

Ditto, 10 lbs.

6—One ditto double small hand, 12 lbs.

7—One ditto double small hand, 6½ lbs.

Ditto, 10 lbs.

Bag cap, 28 lbs.

8—One ditto bag cap, 36 lbs.

Imperial cap (brown), 70 lbs.

9—Imperial cap (brown), 80 lbs,

Ditto ditto, 36 lbs,

Ditto ditto, 40 lbs,

10—One ditto cartridge

11—One ditto ditto

Terms at sale. 7638

CHRONOMETER.

TO BE SOLD WITHOUT RESERVE,

BY MR. GEORGE A. LLOYD

At the City Mart, 474, George-street,

THIS DAY, MAY 6,

At 11 o'clock,

1 TWO-DAY BOX CHRONOMETER, maker, George Clarke

1 Two-day box Chronometer, Tobias and Levitt.

Terms at sale. 7722

COLONIAL CHEESE.

A GOOD SAMPLE, IN EXCELLENT ORDER FOR SHIPPING.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart,

THIS DAY, SATURDAY,

At eleven o'clock,

ABOUT 150 good sound Colonial Cheeses.

Terms at sale. 7790

SECONDS FLOUR.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, George-street,

THIS DAY, SATURDAY,

At 11 o'clock,

THREE tons of Seconds Flour, perfectly fresh and good.

After which,—

Thirty-six bags of seconds flour, slightly damaged

Eleven bags of fine flour, damaged.

Terms at sale. 7789

MACHINE COPYING BOOKS, PRINTING DEMY, COPY BOOKS, ENVELOPES.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart,

THIS DAY, SATURDAY,

At 11 o'clock,

ONE case Machine Copying Letter Books, 5, 6, 7, 9, 10, 11, and 12 quire; School Copy Books, Envelopes, Pencils, Wafers, &c.

Two bales printing demy, 26 lbs. and 37 lbs.

Terms at sale. 7788

1742 PACKAGES OF TEA
90 TONS SUGAR
5½ DITTO COFFEE
73 CASES OILMEN'S STORES,

ON MONDAY NEXT, THE 8TH MAY,

MR. CHARLES NEWTON

HAS received instructions from Messrs. LYALL, SCOTT, AND CO., to sell by auction, at his Rooms, on

MONDAY NEXT, THE 8TH MAY,

At 11 o'clock,

WITHOUT RESERVE.

The undermentioned Teas, Sugars, and Oilmen's Stores—

TEAS, EX BLAIR.

326 Three-quarter chests Hysonskin Tea
3 Whole ditto ditto ditto
342 Half ditto ditto ditto
320 Quarter ditto ditto ditto
460 Chests Twankay
25 Ditto Congou
5 Half ditto ditto
61 Packages, 4 boxes each, Hyson
200 Ditto, 4 boxes each, fine Souchong
200 Half-chests, ditto ditto

1942

SUGAR, EX FAMA.

90 Tons Pampanga and Pangassinan
5½ Ditto Manila Coffee

OILMEN'S STORES,

FROM THE CELEBRATED MANUFACTURERS CROSSE AND BLACKWELL.

73 Packages, as under:—

Mixed pickles, pints
Ditto ditto, quarts
Mustards, pounds and half-pounds
Salad oil, pints
Ditto, half ditto
Ditto, quarts
Superior vinegar, in quarts
Ditto capers, in half-pints
Superior French olives, in pints
Ditto Spanish ditto, in ditto
Salmon, bloater, and anchovy paste
Herrings, in tins
Anchovy and assorted sauces
Chocolate and cocoa, in tins
Curry and mulligatawney paste
Fresh salmon in 1 and 2 lb. tins
Jars of salmon and herrings
Jams, jellies, and tart fruits.

Mr. Newton, in calling attention to this important sale, feels that it would be superfluous to do more than merely remind the trade [illegible] the high character the

TEAS, EX BLAIR,

have attained throughout the whol[illegible] The sugar, also, is the finest s[illegible] colony. market. The same may be sa[illegible] sample in the Messrs. Crosse and Blackw[illegible] of the coffee. admitted to be the very b[illegible]'s goods are also Ter[illegible] imported.

Under £100, c[illegible]

Above £10[illegible]

[illegible] £[illegible] and under £200, 3 months.

bills [illegible]0, 3 and 4 months, by approved 7584

BLOUSES, DUCK FROCKS AND JACKETS, CANVAS JUMPERS, PEA JACKETS, &c.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, 474, George-street,

ON TUESDAY, 9TH INSTANT,

At eleven o'clock,

The remaining portion of an invoice of clothing and seamen's slops, which are now to be sold without the slightest reserve, in order to close the account.

20 DOZEN HOLLAND BLOUSES
5 Dozen cream-coloured blouses
10 Dozen canvas jackets
3 Dozen canvas frocks
6 Dozen canvas jumpers
28 Pea jackets

And various other articles of seamen's slops and clothing.

Terms at sale. 7723

THIRTY-FIVE TRUNKS BOOTS AND SHOES,

MESSRS. HOMAN, HERNE, AND CO., LONDON AND SOUTHAMPTON.

MR. CHARLES NEWTON

HAS received instructions from Messrs. Smith, Croft, and Co.,

To sell by auction, at his Rooms,

THIS DAY, 6TH MAY,

At 11 o'clock,

THIRTY-FIVE TRUNKS BOOTS AND SHOES,

From the above justly celebrated MANUFACTERERS,

Got up in their usual style of elegance, taste, and quality. The assortment is of the most varied description, embracing all the novelties of the season, in boots and shoes, consisting of—

Ladies' white and black satin shoes
Ditto black and bronze kid
Ditto black lasting slippers and welts
Ditto patent seal calf, and Spanish ditto
Ditto Cordovan and grain ditto
Ditto boots of all the above descriptions
Ditto winter boots, in great variety
Ditto Carpet, Venetian, and Brussels slippers
Children's boots and shoes, 2-5, 6-9, in endless variety
Maids' ditto ditto ditto

The above lot of boots and shoes are without exception, the best lot the auctioneer ever had the honour of offering for sale.

Terms at sale. 7585

THIRTY-EIGHT PACKAGES OF SUPERIOR SLOPS.

MR. CHARLES NEWTON

HAS received instructions from the IMPORTER, to sell by auction, at his Rooms,

ON THURSDAY NEXT, THE 11TH MAY,

At half-past 10 o'clock precisely,

WITHOUT RESERVE,

Thirty-eight Packages of the undermentioned GOODS, now landing, ex Frankenmoor:—

Four cases double-stitched moleskin trousers
Two ditto striped Guernsey shirts
One ditto white Guernsey shirts
Two bales blue serge ditto
Two ditto superior pilot coats
One ditto fine blue beavers
One ditto ditto brown ditto
One case drab great coats, pearl buttons, and velvet collars
One ditto white moleskin trousers
One ditto fine white shirts
Two bales heavy Scotch twilled ditto
Two cases fancy regattas
Two ditto superior white stays
One ditto ditto coloured ditto
Three bales 10-4 diaper rugs
One case south-westers
One bale canvas trousers
One ditto flushing ditto
One ditto monkey jackets
One ditto pea coats
Two cases cotton braces
One ditto Indiarubber ditto
One ditto oilcloth table covers.

The above lot of Goods are now landing, and may be inspected from 9 to 10 o'clock on the morning of the sale.

Terms at sale. 7802

AN UNRESERVED SALE OF DRAPERY AND SLOPS.

FIFTY-FIVE PACKAGES OF DRAPERY.

MR. CHARLES NEWTON

HAS RECEIVED instructions from

MESSRS. LYALL, SCOTT, AND CO.,

To sell by auction, at his Rooms, on

THURSDAY NEXT, MAY 11,

At half-past ten o'clock, precisely,

FIFTY-FIVE PACKAGES OF WINTER GOODS,

As under—the whole of which will positively be sold to the highest bidder—

Two bales Lancashire flannels
Two bales Welch ditto
Three bales 9-4 Witney blankets
Two bales 10 4 ditto ditto
Two bales 11-4 ditto ditto
Two bales 9 4 stout navy blankets
Three cases 6-4 gala plaids
Two cases 3-4 ditto ditto
Three cases handsome gala shawls
Two cases ditto ditto turnovers
Two cases stout fancy tweeds
Five cases handsome dark prints
Two cases 5-4 navy blues
One case handsome dark de laines
One case twilled cachmeres
Two cases Oregon checks
Three cases small pattern plate prints
Two cases teal Indian corahs, town printed
One case black and fancy bands
Two cases ditto ditto coloured Orleans cloths
Two cases assorted hosiery
Two cases white supers
Two cases 72 inch grey sheetings
One case 72 and 80-inch white ditto
Two cases drab moleskins
One case ditto cords
One case white ditto.

Terms at sale. 7804

TO WINE AND SPIRIT MERCHANTS, PUBLICANS, STOREKEEPERS, SHIPPERS, AND DEALERS.

MR. CHARLES NEWTON

HAS received instructions from Mr. John Johnson,

To sell by auction at his stores, Lower George-street,

(Opposite to F. Mitchell and Co.'s stores), on

MONDAY, THE 15TH OF MAY,

The undermentioned merchandise,

Without reserve,

51 Quarter-casks whiskey
10 Ditto gin
22 Ditto brandy
15 Hogsheads pale ditto

One case Sykes's hydrometers, large and small

WINES.

25 Quarter-casks Gordon's pale sherry
24 Ditto ditto brown ditto
8 Hogsheads Teneriffe
30 Cases gin
7 Ditto champagne, quarts
3 Ditto ditto, pints
18 Ditto Bucellas
59 Cases sherry
8 Ditto Madeira (London particular)
1 Ditto Maraschino, Austrian

HOPS.

18 Pockets Kent hops
13 Ditto Sussex ditto
11 Quarter casks vinegar, No. 22
21 Cases Eau de Cologne (The finest sample in the market.)
16 Casks Epsom salts

MANUFACTURES.

Five bales woolbagging
Seven ditto canvas
Three bales three-bushel bags

The whole of the above goods are of the most superior quality, and having to be sold to the highest bidder, a favourable opportunity is offered to all classes of buyers.

Mr. Newton wishes to call especial attention to the wine and spirits, which are well known to be the best in the market; and the sale being to close numerous consignments, for the purpose of winding up accounts, the terms will be

CASH. 7803

TO HATTERS.

MR. CHARLES NEWTON

WILL sell by auction, at his Rooms, on

THURSDAY NEXT, THE 11TH MAY,

At Twelve o'clock precisely,

Two cases superior Paris hats
Three ditto children's fancy velvet, cloth, and cashmere caps
Two ditto men's blue navy caps, leather peaks.

Terms at sale. 7801

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18 HOGSHEADS ALE.

WITHOUT RESERVE.

MR. R. FAWCETT

Will sell by public auction, at his Commercial Sale Rooms, George-street, on

MONDAY, 8TH MAY,

At 11 o'clock precisely,

18 HOGSHEADS TENNANT'S ALE.

Warranted sound.

Terms at sale. 7830

FANCY CHINA FIGURES.

WITHOUT RESERVE.

MR. R. FAWCETT

Will sell by public auction, at his Commercial Sale Rooms, George-street, on

MONDAY, 8TH MAY,

At eleven o'clock precisely,

2 HOGSHEADS FANCY CHINA FIGURES, consisting of peasants, mules, ponies, goats, inks, cushions, parrots, stag hunts, gardeners, dancers, stag hounds, bowlers, card players, Sir Robert and Lady Sale, Robert Burns and Highland Mary, Prince of Wales and carriage, flight of lovers on horseback, castles, dancers, Scotchmen, tobacco jars, cottages, dogs, hares, Turks, rabbits, stags, swans, boy and bird, &c., &c.

Terms at sale. 7831

EXTENSIVE SALE

BRUSHWARE, COMBS, HAIRS, BRISTLES, &c.

Just Landed, a very superior assortment.

MR. R. FAWCETT

WILL sell by public auction, at his Commercial Sale Rooms, George-street,

ON WEDNESDAY, 10TH MAY,

At half-past ten o'clock, precisely,

Eight casks, consisting of,—

Brooms, banisters, scrubs, sweeps, horse, hearth, shoe, stock, duster, ground, hat, cloth, tooth, sash tool, hair, nail, and all kinds of brushes, assorted

Shell braids, tail, side, ivory, dressing, sable, tortoiseshell, sable quill, tooth, and horse combs of all descriptions.

Shoe hairs, and bristles, caligraphic black lead pencils, creta levis, and black chalk pencils, black and red leads, carpenters' pencils, dolls, shaving boxes, inkstands, pincushions, &c., &c.

Packages of broom handles.

All without reserve.

Terms at sale. 7829

SATURDAY'S USUAL PRODUCE SALE.

WOOL, TALLOW, HIDES, SHEEPSKINS, BACON, AND COLONIAL TOBACCO.

MR. MORT

Will sell by public auction, in the Wool Store, at the rear of his Rooms, George-street,

THIS DAY, SATURDAY, MAY 6,

At 12 o'clock,

31 BALES FLEECE WOOL 40 ditto ditto, washed and sorted by Lord, of Botany

137 Salted hides
15 Tons mutton tallow, "Hamilton's" brand
8 Bundles sheepskins
4 Boxes colonial tobacco
10 Flitches bacon
2 Casks ditto.

Terms—Cash. 7811

COLLARD AND COLLARD'S PIANOS, HANDSOME FURNITURE.

MR. MORT

Will sell by auction, at his Rooms,

ON WEDNESDAY, 10TH MAY,

At 11 o'clock,

ONE GRAND SQUARE PIANO, patent metallic plate, and all the recent improvements, handsome Spanish mahogany case, and carved octagon legs, by "Collard and Collard." One of the best and most powerful instruments in the colony.

ONE SQUARE PIANO, patent metallic plates, mahogany case—"Collard and Collard,"

ONE ROSEWOOD SEMI-GRAND PIANO, by "Tomkison," very handsome case, and all the recent improvements.

ONE SECOND-HAND SQUARE PIANO, metallic plates, suitable for a school.

TWO VERY HANDSOME PEDESTAL SIDEBOARDS, carved backs, &c.

Very beautiful Spanish feathered mahogany SECRETAIRE, a superior and costly piece of furniture

And a variety of other useful household furniture. Terms—Cash. 7810

SURPLUS STORES AND FITTINGS

SUBRAON EMIGRANT SHIP.

THIS DAY,

At the Circular Wharf.

TO BUILDERS, GROCERS, DEALERS, AND OTHERS.

JOHN G. COHEN has received instructions to sell by auction,

THIS DAY, THE 6TH MAY,

At 11 o'clock precisely,

At the Circular Wharf,

The fittings and stores of the above ship, comprising—

Forms, boards, and fittings
Medicine chests
Soup and boulli, raisins, flour, suet
Peas, preserved meats, and potatoes
Lime juice, vinegar, sugar, &c.
Buckets, kegs, casks, tins
Patent water closets, lead piping
Iron hoops, stores, &c.

Terms—cash. 7822

UNRESERVED SALE.

25 CRATES EARTHENWARE,

JUST LANDED,

STORES OF R. M. ROBEY, ESQ., GEORGE-STREET.

TO EARTHENWARE DEALERS, STOREKEEPERS, AND OTHERS.

JOHN G. COHEN will sell by auction,

At the Stores of R. M. Robey, Esq., George-street,

ON THURSDAY NEXT, MAY 11,

At 11 o'clock precisely,

TWENTY-FIVE CRATES EARTHENWARE,

Just landed, ex Reginald Heber,

Comprising all articles now mostly in demand, viz.:—

Three crates willow dinner, pie, and cheese plates
Two ditto teapots, sugars, and creams
Two ditto chamber services—blue and fancy
Three ditto ewers and basins, ditto ditto
Two ditto chambers, ditto ditto
One ditto bowls
Two ditto blue, fancy, and dipped ugs, one gallon to one pint
Two ditto [illegible] breakfast cups and saucers
Two ditto [illegible] embossed flower ditto
One ditto ditto ditto chamber sets
One ditto ditto ditto teapots, sugars, and creams [illegible]
Two ditto willow dishes of 12 to 18 inch
One ditto ditto cover dish section [illegible]-inch
One ditto ditto pie dishes—[illegible]-inch.

Terms at sale. 7754

SHOP FIXTURES, GAS AND WATER FITTINGS, KITCHEN DRESSER, SIGN, &c.

MR. EDWARD SALAMON will sell by auction, at Mr. W. Walker's, Lower George-street, next the *Herald* Office, on

MONDAY, 8TH MAY,

At 11 o'clock,

The whole of the shop fixtures, gas and water fittings, kitchen dresser, and other sundries.

Terms—Cash. 7799

HORSES FROM THE COUNTRY.

THIS DAY, 6TH MAY.

At 2 o'clock in the afternoon,

MR. ARMSTRONG will sell, at his Repository,

10 Fresh horses, just arrived from the country. They are broken into saddle and harness. They will be at the Repository on Friday evening, and will be for inspection early on Saturday morning.

Gentlemen requiring horses are requested to inspect this lot before the sale, as Mr. A. is assured they are really of good quality; and it is needless to remind good judges of the impossibility of examining a horse during the bustle of a sale. 7601

MONDAY, 8TH MAY.

SUPERIOR ARROWROOT.

MR. SAMUEL LYONS will sell by auction, at his Mart, on

MONDAY, 8TH MAY,

At 11 o'clock,

TO CLOSE AN ACCOUNT.

TEN CASKS ARROWROOT

SEVENTEEN CASES DITTO.

☞ The above, which is of first-rate quality, and in good packages, will be sold in lots to suit purchasers.

Terms at sale. 7477

MONDAY, 8TH MAY.

TO SHIP CHANDLERS, IRONMONGERS, COUNTRY STOREKEEPERS, AND OTHERS.

MR. SAMUEL LYONS will sell by auction, at his Mart,

ON MONDAY, 8TH MAY,

At 11 o'clock,

Four cases blocks, 5, 6, 7, 8, and 9 inches

Casks containing—

Pit, hand, and toper files
Shoe rasps, 8 and 9 inches
Horse rasps, 14 inches
Scythes, in assorted sizes
Chaff cutters

Three tons best blister steel

Terms at sale. 7707

TUESDAY, 9TH APRIL.

TO WINE MERCHANTS, PUBLICANS, COUNTRY STOREKEEPERS, SHIPPERS TO NEW ZEALAND AND THE ISLANDS, &c

MR. SAMUEL LYONS will sell by auction, at his Mart,

ON TUESDAY, 9TH MAY,

At 11 o'clock,

Q / 15 Hogsheads sherry
7 / 38 Quarter-casks ditto
Q / 15 Hogsheads sherry
30 / 36 Quarter-casks ditto
20 Pipes Benecarlo
20 Hogsheads ditto
80 Quarter-casks ditto
Champagne, in 1 and 2 dozen cases
Claret, in 1 dozen cases
50 Hogsheads Truman's stout, XX
45 Hogsheads Truman's ale, XX
20 Hogsheads Neville, Read, and Co.'s pale ale
50 Casks Ind, Coope, and Co.'s bottled ale

Terms at sale. 7568

MONDAY, 15TH INSTANT.

A CAPITAL STONE BUILT COTTAGE, WITH LAND AT BALMAIN.

TO BE SOLD BY AUCTION,

BY

MR. LYONS

AT HIS MART,

ON MONDAY, 15TH INSTANT,

At eleven o'clock precisely,

BY ORDER OF THE MORTGAGEE, UNDER A POWER OF SALE CONTAINED IN A MORTGAGE DEED.

THUS DESCRIBED—

ALL that piece or parcel of Land, situate at

BALMAIN,

in the district of Petersham, in the county of Cumberland, and being lot number 10, in the plan exhibited at a certain sale by auction, by order of John Gillies, on the 29th of August, 1842. Bounded on the north by allotment No. 9, 106 feet 8 inches; on the west by a reserved road 10 feet wide, and extending along the same 44 feet; on the south by a reserved road 8 feet wide, 106 feet 6 inches; and on the east by the shore of Darling Harbour.

TOGETHER,

With the CAPITAL STONE BUILT COTTAGE, or Dwelling House thereon erected, and now in the occupation of Mr. George Cannis, sailmaker.

☞ The property is situated between the public landing place at the main road of Balmain, and Mr. Bass's premises facing Cockatoo Island, and commands a delightful and extensive view of the Harbour.

** The auctioneer recommends intending purchasers to go and view the property, which is really a very pretty place; indeed it may be pronounced one of the most beautiful spots in the vicinity of Sydney.

TERMS—

Twenty-five per cent. cash deposit, approved bills at three and six months for the residue, dated from day of sale, and bearing interest at ten per cent., with security upon the property if required. 7762

THE "OLD BAY HORSE INN," PARRAMATTA ROAD, NEAR PETERSHAM.

MR. ROBERTS is instructed by the mortgagee, on an early day, to submit to public competition, the above old established roadside inn, three miles from Sydney, consisting of large roomy house, detached ballroom and bed-rooms over, kitchen, wash-house, stores, stabling, coach-house, stock-yard, &c., besides about 1½ acres of garden and orchard well stocked with every descriptions of young fruit trees. In the garden there is a cottage suitable for the occupation of a family; also a tank containing abundance of pure water.

For terms and further particulars apply at Mr. Roberts's Offices, Bank of Australia Buildings, George-street, or the Australian Trust Company's Office, Charlotte-place.

N.B.—Mr. R. will treat for the sale of the above, or any portion, by private contract. 7787

VALUABLE BUILDING LAND HOUSE AND PREMISES, CITY OF SYDNEY.

UPON EASY TERMS.

MR. ROBERTS is instructed to sell by auction, on a future day (unless previously disposed of by private contract), the undermentioned real Properties, in four lots, the situation and advantages of which must forcibly impress the public, with their great present and immense prospective value.

LOT 1.

That piece of land at the corner of Pitt and Campbell streets, opposite the Hay Market and Pounds, and commanding the best entrance to the heart of the metropolis, having 20 feet frontage to Campbell-street, 51½ feet depth to Pitt-street, with the right to a back road 8 feet wide. A first-rate stand for an inn.

LOT 2.

An allotment adjoining the above, westerly, 20 feet frontage, 54½ feet mean depth.

LOT 3.

The piece of land, house, shop, and premises, adjoining the "Pack Horse," Campbell-street, 20 feet by 70 feet, with right of back road. Let to S. Stone at £36 8s. per annum.

LOT 4.

The piece of land, Gloucester-street, being lot No. 12, section 75; bounded east by Gloucester-street 64½ links; north, by allotment No. 13, 37 links; west, by lots 8 and 9, 72½ links; and south, by lot No. 11, 40 links, with the stone foundation thereon.

[This Lot is just north of the Ship and Mermaid, and has frontages to Gloucester and Cambridge-streets.]

For terms, apply at Mr. Roberts's Offices, Bank of Australia Buildings; or the Australian Trust Company's Office, Charlotte-place. 7791

SUNDRIES.

TO CLEAR OUT A STORE.

MR. EDWARD SALAMON will sell by auction, at the rear of his premises, on

MONDAY, 8TH MAY,

At 12 o'clock,

Three casks vinegar
Quantity halters
Three sash frames
Two tables
Three-bushel bags
Candle moulds
Three hampers Seltzer water
Five casks salt
Three cases black lead
Empty packages
And various sundries

Terms—Cash. 7800

GOLD AND SILVER WATCHES, JEWELLERY, PLATED WARE, &c.

ON ACCOUNT OF WHOM IT MAY CONCERN.

MR. EDWARD SALAMON will sell by auction, at his Rooms, George-street,

ON TUESDAY NEXT, MAY 9,

At 11 o'clock,

WITHOUT ANY RESERVE,

1 Gold watch, set with diamonds and pearls
2 Gold lever watches
6 Silver duplex watches
4 Ditto vertical ditto
1 Gold guard chain
Silver guard chains
Sundry rings, lockets, and brooches
Silver corals, thimbles, pencil cases
Scissors, brooches, &c.
Gilt and mourning trinkets
Superior plated tea sets, case dessert knives and forks
Waiters, tea caddies, cake basket, bottle stands, &c.
Watch keys, Albata pencils
120 Gross steel pens, and other sundries.

Terms—Cash. 7798

VALUABLE BOOKS, THE PROPERTY OF A GENTLEMAN LEAVING THE COLONY.

ON SATURDAY, THE 6TH MAY.

MR. STUBBS will sell by auction, at the Mart, King-street,

THIS DAY, THE 6TH MAY,

At 12 o'clock,

A very valuable collection of books, including Standard Works by Scott, Byron, Bentley, Marryatt, &c., &c., handsomely bound.

Terms—cash. 7641

SALE POSTPONED, BY PARTICULAR REQUEST, UNTIL THIS DAY, SATURDAY, 6TH MAY, 1848, OF THE 203 ACRES OF LAND AT JERRY'S PLAINS.

A FIRST RATE OPPORTUNITY

FOR

AGRICULTURISTS AND SMALL FARMERS,

203 ACRES OF LAND,

IN THE FERTILE DISTRICT OF JERRY'S PLAINS.

MR. STUBBS is instructed by the proprietor to sell by public auction, at the Mart, King-street,

THIS DAY, 6TH MAY,

IN ONE LOT,

A Grant of Land of 100 acres, and an adjoining purchase of 103 acres, at Jerry's Plains, County of Hunter, Parish of Wambo.

The whole is stumped and cleared; 180 acres fenced into paddocks of forty to fifty acres, with a substantial four-railed fence.

Quit Rent Redeemed.

And will be knocked down to the highest bidder.

Terms liberal. 7655

TO ENGINEERS.

MR. STUBBS will sell by auction, at his Mart, King-street,

THIS DAY,

A very valuable work for Engineers and others, being the

REPORTS, SPECIFICATIONS, AND ESTIMATES OF THE PUBLIC WORKS IN THE UNITED STATES OF AMERICA, with an Atlas, folio, of detailed Engravings and Plans.

After which,

One gold-mounted riding whip
One silver cigar case
A very complete portable medicine chest
One diamond ring, comprising 12 brilliants
And various other valuable articles. 7797

TO GENTLEMEN OF CAPITAL AND WHO ARE DESIROUS OF PURCHASING

900 TO 1000 HEAD CATTLE, WITH THE PRINCE OF STATIONS ALONG WITH THEM,

KNOWN AS

BOGIWONG.

TO BE SOLD BY PUBLIC AUCTION,

BY MR. STUBBS,

ON FRIDAY, THE 12TH DAY OF MAY,

WITHOUT RESERVE,

At the Mart, King-street, at twelve o'clock precisely,

By order of the Proprietor.

900 TO 1000 HEAD OF CATTLE, with the BOGIWONG STATION given in, and well known to have produced the fattest cattle ever sent to the Sydney Market.

The Cattle are of a very superior quiet breed, all rolling fat, and a large proportion fit to boil down.

Of the Station—It is the celebrated fattening station BOGIWONG, being the lower station of the Castlereagh, combining the splendid Myall pasture of that river, with secure water both front and back, ten miles frontage.

Note.—Parties who have really made up their minds to buy such a property, are invited to attend the sale, especially as they find that their calculations will be responded to by the hammer of the auctioneer.

Terms and further particulars at sale. 7702

SALE OF TAMWORTH TERRACE,

RILEY ESTATE.

TO BE SOLD BY PUBLIC AUCTION, by

MR. STUBBS,

ON WEDNESDAY NEXT, THE 10TH DAY OF MAY, 1848,

At the Mart, King-street—Sale at Twelve o'clock precisely,

ALL THOSE FOUR TWO-STORY BRICK-BUILT HOUSES,

Situate in Burton-street, Riley Estate, all let to respectable tenants, at the low rent of £78 per annum, and known as

TAMWORTH TERRACE.

NOTE.—This pretty structure of houses has very recently been completed, under the superintendence and taste of one who has established his reputation as an architect and builder on his own account.

Terms at sale. 7645

FOR SALE.

AN EXCELLENT PRODUCTIVE AGRICULTURAL FARM.

TO BE SOLD BY PUBLIC AUCTION,

BY MR. STUBBS,

At the Mart, King-street, on

WEDNESDAY, THE 17TH DAY OF MAY,

At 12 o'clock precisely,

A VERY productive Agricultural Farm of 100 Acres, adjoining "MOLLE'S MAIN," SOUTH CREEK.

There are 70 Acres cleared, and the whole Estate is securely fenced.

The possession of this Estate would qualify the landlord to vote at the forthcoming election for the Metropolitan County (Cumberland.)

TERMS:—Twenty-five per cent. cash deposit, and the residue at 3 and 6 months. 7646

SATURDAY'S [illegible]

MR. STUBBS will s[illegible] by auction, at the Mart, King-stree[illegible]

THIS DAY, 6TH [illegible],

At eleven o'clock pre[illegible],

A very superior assortment of ho[illegible] furniture, of all descriptions

ALSO,

Some gigs, carts, &c.

And a variety of miscellaneous [illegible]

Terms at sale.

FOR SALE,

A CAPITAL LITTLE FARM IN [illegible] OF GEORGE'S RI[illegible],

KNOWN AS

"REDMAN'S FA[illegible]"

MR. STUBBS is instr[illegible] to sell by public auction, on

WEDNESDAY, THE 17[illegible] MAY,

At the Mart, King-[illegible],

At twelve o'clock pre[illegible],

A very important little prop[illegible] of thirty acres, known as "Redman's [illegible]" originally granted to Mr. Cooper, a[illegible] adjoining Mr. Onslow's estate; a sketch [illegible] of which (by Mr. Surveyor Bemi) may be [illegible] at the Mart.

Terms at sale. 7643

AN ABSOLUTE SALE OF TWO EXCELLENT FAMILY RESIDENCES.

SITUATE IN HYDE PARK,

NOW IN THE OCCUPATION OF RESPECTABLE TENANTS,

Offering a rare opportunity for gentlemen wishing to obtain a profitable investment of capital.

Together with,

A VALUABLE PLOT OF BUILDING LAND,

AT THE CORNER OF ELIZABETH AND BATHURST STREETS, SYDNEY.

MR. STUBBS has received instructions from the agents of Deputy Assistant Commissary-General Connell

TO SELL BY PUBLIC AUCTION,

At his Mart, King-street,

ON TUESDAY, 23RD MAY,

At 12 o'clock precisely,

All those two very handsome and well-arranged family residences, situate at the corner of Elizabeth and Bathurst streets, Sydney, the one having a neat balcony on the second floor—the other of more extended accommodation, as will be more fully detailed at the sale.

From the uniform occupation of these elegant town houses by persons of respectability, Mr. Stubbs deems it inexpedient to say more than to assure the rich capitalist of Sydney, or the wealthy flockmaster in the country, that it is rarely, and very seldom indeed, that such an opportunity offers to secure the purchase of so splendid a property.

Another of its distinguishing advantages is, that it enjoys the fine open area of Hyde Park—at all times agreeable and favourable to health, with views the most varied and beautiful, and extending from Lyons's and Buddekin's buildings, St. Mary's, the Domain, and Woolloomooloo, &c., to the Heads.

Terms liberal, made known at the sale. 7649

TO BE SOLD BY PUBLIC AUCTION, BY MR. STUBBS,

At the Mart, King-street, on

TUESDAY, 23RD MAY,

In Mr. Stubbs's new Music Library and Furniture Room, King-street,

A MUSICAL GEM,

From the celebrated house of Broadwood and Sons, being

A SIX OCTAVE ELEGANT PORTABLE CABINET PIANOFORTE, combining brilliancy of tone and touch, with durability and beauty, manufactured and expressly selected to endure the variations of the weather in tropical climates. 7705

BELFORD STUD.

EXTENSIVE AND WHOLLY UNRESERVED SALE.

MR. JEREMIAH LEDSAM has been honoured with instructions from R. B. Dawson, Esq., to sell by public auction, at the Elgin-street Sale Yards, contiguous to the Fitz Roy Hotel, West Maitland, on

TUESDAY, 9TH MAY, 1848,

At Twelve o'clock, noon,

The well-known high caste Arab "COMMISSIONER," imported per Orwell.

The high caste Arab "PHLEGETHON," imported per Wigrams.

The Coaching Stallion "ESSEX,"

AND,

40 Head of HORSES, as follows:—

6 Colts, 5 years off
8 Colts, 4 years off
20 Colts, 3 years off
6 Mares, from 3 years upwards
40

These horses are all either broken to saddle or harness, or handled and thoroughly quieted. Amongst them will be found horses fit for all purposes, as hacks, hunters, or for the carriage.

Mr. Ledsam respectfully invites the attention of gentlemen residing in Sydney, the upper and lower districts of the Hunter and Paterson, and the public generally, to this important and extensive Sale of high-bred horses from the "Belford Stud." They are admirably adapted for the colonial or foreign markets, and will be submitted to public competition on the 9th day of May next, at noon, wholly without reserve.

Terms—Cash.

Catalogues will be prepared and printed, and may be had of Mr. Ledsam, Elgin-street, West Maitland, or of Mr. Stewart, Veterinary Surgeon, Sydney. 7668

BATHURST.

IN A TRUST ESTATE, BY ORDER OF C. W. FINCH, ESQ.

MR. T. M. SLOMAN has been instructed to sell by public auction, at his Rooms, on

WEDNESDAY, 10TH MAY,

At noon.

A very valuable Library of nearly 500 volumes, by the best authors

A semi-grand Pianoforte, cost a short time since 120 guineas; with a quantity of superior music, tool chest and tools, by the celebrated maker Holtzapffel, (a most complete thing)

Surgical and firing instruments; docking ditto; telescope; double harness; gig lamps; camera obscura; pistols; microscope; chronometer; box of paints: Eley's patent cartridges; two jars drying oil; wall paper; refuse wool; hides; wire; tin; sal. ammoniac; zinc; chimney lamp glasses; copperas; logwood; alum; gum, &c., &c.

Also,

430 Lambs, more or less, running at Gurragorack.

Also,

The half-share in an hydraulic Press.

Terms—Under £20, cash; above, approved endorsed bills at three months.

A sale of furniture, stores, &c., &c., will take place at Calcula, the residence of H. H. Kater, Esq., on the following Wednesday. Particulars in a future advertisement.

N.B.—Mr. Sloman is permitted to state, that parties having Horse Stock or other property, for sale, the same may be submitted for public competition on the above days. 7551

IN THE SUPREME COURT OF NEW SOUTH WALES.

Sheriff's Office,

Sydney, May 3, 1848.

NIXON v. ARUNDELL.

ON MONDAY, the 8th instant, at noon, at the defendant's residence, known as the Wellington Inn, Parramatta-street, Sydney, the Sheriff will cause to be sold a quantity of household furniture, bar fittings, and other articles connected with the trade of a licensed victualler, unless this execution is previously satisfied.

CORNELIUS PROUT,

7622 Under Sheriff.

Printed and Published by CHARLES KEMP, *and* JOHN FAIRFAX, *of the* Morning Herald *Printing Office, Lower George-street, Sydney, New South Wales, Saturday, May 6, 1848.*

National Library of Australia http://nla.gov.au/nla.news-page1513661

Supplement
TO THE
SYDNEY MORNING HERALD.

SATURDAY, MAY 6, 1848.

ROYAL VICTORIA THEATRE.
NOVELTY! TWO LAST NIGHTS.
THIS EVENING, MAY 6TH,

BEAUTIFUL SCIENTIFIC EXHIBITION OF DISSOLVING VIEWS! and newly-discovered Optical Instrument, THE CHROMATROPE.

MR. J. W. NEWLAND will exhibit his beautiful collection of Dissolving Views! (as shown at the Polytechnic, Adelaide Gallery, &c., and Dazzling Chromatropes! by the aid of the Celebrated Drummond Light. The apparatus is of the most splendid and costly description, being on a scale of magnificence never before introduced in the colonies, calculated to blend instruction with amusement, gratify the learned and unlearned, refresh the memory of the scholar, and afford the general auditor a magnificent display—10,000 square feet of illuminated scenery!

PART I. 1, Ponti Rotti, Rome; changing to 2, Hammersmith Suspension Bridge; to 3, Colonnade, Venice; to 4, Sligo Cathedral, Ireland; to 5, Mount Vesuvius by day; to 6, Mount Vesuvious on fire by night; to 7, Chromatrope; to 8, Val el Casta; to 9, Alloway Kirk—Burns's Monument; to 10, View near Paris; to 11, Punch before Dinner; to 12, Punch after Dinner; to 13, Tyre; to 14, Netley Abbey; to 15, Chromatrope; to 16, Rustic View—Summer; to 17, Rustic View—Winter; to 18, Leap Frog; to 19, Crypt in York Cathedral; to 20, Chromatrope.

PART II. Overture—"Gustavus"—Auber.
ILLUMINATED NATURAL HISTORY!

PART III. Overture—"Bohemian Girl,"—Balfe 1, Vine-press House, Lorraine; changing to 2, El Sibal, on the Salt Plains of Tunis, with Natural Bridge; to 3, Outside of Caen Cathedral; to 4, Inside of same Cathedral; to 5, Belem Castle, near Lisbon; to 6, Tutertachen; to 7, Chromatrope; to 8, Shirbrook Bridge; to 9, Mount of Olives; to 10, Greenwich Hospital, by Stanfield; to 11, Lea Bridge in Summer; to 12, Lea Bridge in Winter; to 13, Chromatrope; to 14, Lake Como, Upper Italy; to 15, Army and Navy; to 16, Hall of 1000 Pillars; to 17, Brickfielder; to 18, Kent East Indiaman in a gale; to 19, Kent East Indiaman on fire; to 20, Chromatrope.

Leader of the Orchestra—Mr. Gibbs.

Doors open at half-past Seven; to commence at Eight precisely. 7623

CAUTION to the public, not to lose the opportunity of seeing the Royal Bengal Tigress, as this beautiful animal will be exhibited for a short time previous to its departure for England. To be seen, daily at Mr. THOMAS CLANCY'S, King-street East, a few doors from Pitt-street. Admission, One Shilling; Children, Six-pence. Open from 9 A.M. till 5 P.M. 7468

ROBERT HENDERSON, Camillia Grove Nursery, Newtown, begs to invite the attention of the public to his very choice collection of Fruit Trees and Ornamental Plants, of which he has great varieties, independent of the undermentioned, viz.:—

SHRUBS.

Catalpa Syringifolia, Pittosporum Speci. Justitiae, 2 varieties; Ribes Aureum. Pæonias, 2 varieties; Duranta spinosa, Edwardsia grandiflora, Hydrangeas, 3 varieties; Geraniums, 28 varieties; Pavonia coccinea, Lotus Jacobea, Judas tree, Protea millifera, Corono carpus Lucidum, Illicium Annaestam, Spiræ Bella, Pentstemon Gentianordes. Clianthus Punicus, Myrtles, 3 varieties; Thea Bohea, Buddleas, 3 varieties; Asclepias Speci, Westeria Consequina, Camellias, 8 varieties; Pines, 5 varieties; Cypras, 4 varieties; Callitris, Azaleas, 2 varieties; Bignonias, 5 varieties; Bonganvillea Spectabilis, Callicanthus Fragrance, Hoya Carnosa, Erythrinas, 3 varieties; Portugal Laurel. English Laurel, Laurus Camphora, Laurus Nobilus, Fuschias, 25 varieties; Roses, a splendid collection; Viburnums, 5 varieties; Pomgranates, 3 varieties; Hibiscus, 9 varieties; Passiflorae, 6 varieties; Nerium, 3 varieties; Euphorbias, 3 varieties; Cape Heaths, Rhamnus, 5 varieties; Magnolias, 3 varieties; Moreton Bay Chesnuts, Arbutus, Ligustrum Lucidum, Robinias, 4 varieties; Cactus, 15 varieties; Mahonia, Aloysia Citriodora, Lagerstromia Indica, Gardenias, 3 varieties; Enonymus Varigata.

HERBACEOUS AND BULBOUS PLANTS, &c., viz.:

Carnations, Pinks, Picotees, Digitalis, Alpenia Nutans, Heliotropes, Mimulus, 4 varieties; Salvias, Hemerocallis Fulva, Marica, Moræa, Hedychium, Lilies, 4 varieties; Veltheimia Alstria, Eucomus Punctata, Yucca Filamentosa, Tigridias, Achimines, 4 varieties; Gloxinias, 5 varieties; Amaryllis, 9 varieties; Hæmanthus, 3 varieties; Pavrtanthus Oblique, Vallota Pupura, Brunsvigias, 3 varieties; Narcissus, 15 varieties; Nerinis, 5 varieties; Pæonias, 4 varieties; Crinums, 3 varieties; Agapanthus, 3 varieties; Ixias, Babianas, Spiraxis, Watsonia, in varieties; Tulips, Dahlias—55 of these Dahlias were imported from England this season—55 named varieties; Hyacinths, 20 varieties.

FRUIT TREES.

Custard Apple, Purple Guava, Yellow Guava, Oranges, Lemons, Citron, Loquats, Limes, Peach, Plum, Apricot, Nectarine, Mulberries, Cherries, Quince, Medlar, Apples, Pear, Walnuts, Figs—in varieties.

Garden Seeds of every description.

N. B.—The prices extremely moderate. Orders carefully and punctually executed, under personal superintendence. 7385

PROSPECTUS OF A NEW DAILY PAPER.
THE SYDNEY DAILY ADVERTISER.

IT is intended to commence on the 1st June next the publication in Sydney of a Daily Newspaper under the above title.

Whatever may be the merits of the colonial newspapers which already exist, one thing is abundantly clear—that among them there is no periodical which affords to its constituents the really important advantage which the *Daily Advertiser* is intended to confer, viz.:—That a Subscriber to the paper shall, in right of subscription, be entitled to the insertion of an advertisement free of any charge for the first inch, and subject to the payment of 6d. only for each additional inch; while non-subscribers may at the same time reap the benefits of a widely-extended circulation of their advertisements on terms far more economical than the rates of any contemporary publication admit of their obtaining.

But while the main and principal object of the Proprietors of the *Daily Advertiser* is the establishment of a journal through the medium of which every member of the community, from the wealthiest to the most humble, may give effectual publicity to whatever may concern his interests, it is by no means their intention to disregard such adjuncts as may be calculated to render their paper contributary to social good, and attractive to the general reader.

As opportunity, therefore, may permit, articles written expressly for the paper, will be given on topics of pressing interest, with one exception—no portion of the paper will be devoted to Theological Controversy or religious matters.

Over the proceedings of the Legislature and other public bodies and the acts of official men—a watchful *surveillance* will be maintained, and an independent and impartial censorship exercised.

Whatever may illustrate or tend to an increased developement of colonial resources—more especially Geographical Explorement and Mineralogical and Geological Discoveries will receive unwearied attention.

The Commerce, Agriculture, and Manufactures of the colony, will always constitute prominent objects for consideration and earnest support.

To the advocates of a well-digested system of Immigration—to the promoters of Railroads, and all other improvements in the internal communications of the colony—and to a consideration of the best means of providing for its defence in time of war,—the columns of the *Daily Advertiser* will be ever open.

To Literature in its more extended sense the proprietors do not profess to assign a department in their pages; but new publications of interest, not falling within the prohibited subjects, will be analysed, and occasionally criticised.

In conclusion, the proprietors deem it necessary to remind their subscribers that the means of advantageous advertisement, at an almost nominal cost, will for the future be placed at their command, through the medium of a *daily* paper, devoted to the best interests of the colony; and calculated, by its healthy tone, and soundness of principle in Politics, Morals, and Literature, to attract the earnest attention of every reflective mind.

☞ *Parties desirous to support this paper, and to avail themselves of the privileges of subscription, are requested to transmit their addresses, together with their advertisements, to the Office of the* Daily Advertiser, *next door to the Labour Bazaar, in Pitt-street, not later than the 28th instant.*

TERMS OF SUBSCRIPTION.

One Shilling per week, to be paid monthly.

To Non-Subscribers—Single Papers, Threepence each, and one shilling per inch for advertisements.

AGENTS FOR THE COUNTRY.

Parties desirous of receiving *The Daily Advertiser* for sale in the country districts will please communicate with the proprietors at their earliest convenience, stating the number of copies they may require. A most liberal allowance will be made on advertisements collected by them, as well as on the sale of the paper.

Sydney, May 3. 7659

ADVANCE AUSTRALIA
ECONOMY AND COMFORT.

IT is now an admitted matter of Fact and not of speculation, that Gravely's Economical Cooking Apparatus exceeds any article for the purpose ever offered to the public in economy of fuel, in convenience for cooking, in cleanliness, in comfort to the cook, in despatch (supposing dinner to be wanted in a hurry), in safety, besides making cooking utensils last much longer than when used over a common fire.

To meet the wishes of all parties A. G. is now manufacturing his apparatus of six different sizes and qualities, suitable for all classes, from the peer to the peasant, suitable alike for the solitary pair, the large hotel or public institution; suitable for the citizen, or the resident in the far off interior.

Being manufactured on the premises, under his immediate superintendence, A. G. warrants the quality and workmanship of his apparatus, and urges the claims of an article purely colonial on those who wish to see the Land of their adoption "Go a-head."

ARTHUR GRAVELY,
Ironmonger and Manufacturer,
280, Pitt-street, Sydney.
November 13. 4077

LECTURES ON THE PAPAL CLAIM OF JURISDICTION,
BY THE
REV. ROBERT ALLWOOD, B.A.,
(Minister of the Parish of St. James, Sydney.)

THE COMMITTEE of the Church of England Lay Association for New South Wales, most cordially agreeing with the Rev. and learned author of these Lectures, that the time has indeed arrived "when it seems necessary for the preservation of the truth, not only that the Clergy and the better instructed among the laity, but that every member of the Church of England should understand the true position of the Church, as regards the pretensions of the Bishop of Rome,"—beg to inform Churchmen in general, and others desirous of protesting for Catholic truth against Romish error, that a supply of these valuable Lectures has been procured, and may be had on application at the Rooms of the Association, 470, George-street.

Price, 7s. 6d.

CHARLES LOWE,
Hon. Sec.
Sydney, April 28 7914

NEW BOOKS, EX SYDNEY.

ENCYCLOPÆDIA OF THE FINE ARTS, 4to, comprising Architecture, Sculpture, Heraldry, Numismatics, Poetry, Music, Painting and Engraving, numerous plates
The Christian in Palestine, illustrated with ninety beautiful steel engravings
Shelley's Works, 1 vol., complete
The Modern Orator, Speeches of Fox
Sermons, by the Rev. John Keble
De Morgan's Formal Logic
Alison's Life of Marlborough, with maps and plans
Sermons and Essays on the Apostolical Age
Parkes on Cholera
Life and Correspondence of Admiral Sir Sydney Smith
Carlyle's French Revolution, 3 vols.
The Hall and the Hamlet
Adventures of an Angler in Canada
Hawbuck Grange, eight illustrations by Phiz
Arnott on Indigestion
Koecker's Essay on Diseases of the Jaws
Pathology and Practice of Surgery, by Syme
Plain Sermons
Midsummer Eve, a Love Story, by Mrs. S. C. Hall, beautifully illustrated
History of the Inns and Courts of Chancery
The Finished Mystery, by the Duke of Manchester
Luther's Table Talk
Taylor's Holy Living and Dying, cheap edition
Brown's Forester
Beauties of German Literature
British Almanac and Companion for 1843
Sewell's Journal of a Residence at the College of St. Columba, in Ireland
The Eve of the Conquest
Man's Right to God's Word, by the Honorable Montagu Villiers
New Theory of Vegetable Physiology
Taylor on Poisons
Adventures of a Guardsman
Guesses at Truth
Sermons on the Liturgy, by the Rev. E. W. Foley
Dickens's Christmas Carol
Arthur's Mission to the Mysore
Slater's Christian Reader
Christopher Tadpole, by Albert Smith
Beasley's Pocket Formulary
Gardner's Memoirs of Christian Females
Waverly Novels, vol. 1, new edition
M'Cheyne's Basket of Fragments
Works of George Sand
Wild Flowers and their Teaching, illustrated by natural specimens
Parlour Library, vol. 10
Drawing-Room Table Book
All the Annuals for 1848
Comic Almanac for 1848
Sporting and other Almanacs for 1848
Heroines of Shakspere
With a large assortment of Illustrated Works, suitable for presents, &c.

W. AND F. FORD,
Booksellers, Stationers, Printsellers, &c.,
7656 554, George-street.

M. O'NEILL, Tailor, formerly of Bridge-street, begs to inform his numerous friends and the public that he has commenced business at 555, George-street, next to the Bank of Australasia, with a well selected stock of the newest and best patterns, comprising every article connected with the trade; and having purchased for cash, under the present depressed state of the market, he will be enabled to supply Clothing at such a price that must ensure him a large share of public patronage.

M. O'N. feels satisfied, from the quantity of patronage formerly bestowed on him, that his superior style of getting up Clothing is duly appreciated by the public, and can only add, that he intends to adhere to his old maxim, attention to his customers, and moderate charges.

Remember the address, 555, George-street, next the Bank of Australasia. 7666

FOR SALE, a large and elegant Carriage, newly painted dark green, lined with fine cloth of the same colour, with appropriate trimmings, has Collings's patent axles, German lights, and rumble, all in first-rate condition; together with a double set of harness complete. The above can be seen at Mr. ALLAN'S, Coach-builder, Druitt-street. For further particulars apply to

MR. ALLAN M'GAA,
7650 Queen-street.

PETTY'S FAMILY HOTEL,
CHURCH HILL, SYDNEY.

MR. JOHN WILLIAMS begs leave to return his sincere thanks to those Families and Gentlemen who have so liberally supported him since his commencing in business at the above Establishment, especially those from the Moreton Bay and Hunter River districts.

Mr. W. further begs to express his regret, that the limited accommodation of his Establishment, has compelled so many Families and Gentlemen of first respectability to seek accommodation elsewhere. But, at the same time, feels equally grateful for their desire to patronise him. J. W. feels assured, that the quiet and regular order of his Establishment, combined with cleanliness, good attention, and its delightfully healthy situation, cannot fail to give the utmost satisfaction.

To meet the state of the times, J. W. is induced to lower his terms, which will be as moderate as possible. 6490

SHEEP, CATTLE, AND STATIONS.

MR. STEWART, Veterinary Surgeon and Auctioneer, begs to announce that he is desirous of extending his business as agent for the sale and purchase of

STOCK AND STATIONS,

Either by special contract or by auction, and he respectfully solicits the patronage of his friends and the public.

Having had personal experience of squatting and squattages, and having correspondents in nearly all the squatting districts, he hopes he will be found able to conduct these sales in a business-like manner.

☞ Letters must be pre-paid. 7026

ROSEWOOD COTTAGE PIANOFORTE.

THE undersigned begs to invite the attention of the musical portion of the community to a very excellent Rosewood Cottage Pianoforte, just landed, direct to order, from an eminent London maker, and on view at the rooms, for private sale.

GEORGE A. LLOYD,
Auctioneer and Agent,
City Mart, 474, George-street, May 5. 7721

CURLED HORSE-HAIR.

J. BENSON, Horsehair Manufacturer, Druitt-street, Sydney, has always on hand a stock of best curled horsehair, warranted free from smell, which he can sell lower than any house in Sydney.

N.B.—Horse-hair and ox tails bought in any quantity for cash. 7609

LUCERNE SEED, 1s. 9d. per lb.
Seed barley
Seed wheat
Seed oats
All fine fresh samples.
Also,
Derwent seed potatoes.
FEARNLEY'S
Cheap Hay and Corn Stores,
7742 Lower George-street.

GARDEN SEEDS! GARDEN SEEDS!

THE undersigned begs to inform his friends and the public that he has just received a very excellent selection of garden seeds of every description, per Emma, from Hobart Town, which he can with confidence recommend to be of the very best quality.

GEORGE M'DONALD,
Seedsman,
George-street opposite Jamison-street.

N.B.—This being the season for sowing Hobart Town seed, G. M'D. recommends parties in want of the same to make early application, as he can safely warrant his present supply of seeds to be genuine. 7663

LAUNCESTON SEED WHEAT—A splendid sample on sale
Also,
Van Diemen's Land seed and feeding oats
Cape barley
Lucerne seed, clovers, and grass seeds
HENRY FERRIS,
Stores, Pitt-street, near Theatre,
Down the Gateway.
May 3. 7668

FLOOR CLOTHS on sale at very reduced prices, at

A. LENEHAN'S,
5760 271, Castlereagh-street.

ON SALE BY THE UNDERSIGNED—
Tin plates, best brands, 1C, 1X, 2X, &c.
Sheet lead, assorted sizes
Sperm and black oil
Linseed and boiled oil
Best quality white lead
Noble and Reid's varnishes
Turpentine, dry colours
Window glass, all sizes
Brass force and lead pumps
Earbank's patent nails
Gold leaf, sheet zinc
Brushware, assorted.

W. S. FRIEND,
York-street,
3661 Opposite the Market.

SPERM CANDLES for sale, by

S. WILKINSON, Jun.,
7493 Macquarie-place.

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CASES AND BALES CHOICE NEW AND VERY CHEAP

DRAPERY, SLOPS, &c.,

BY THE

EUPHRATES.

HIGHLY IMPORTANT

TO

DRAPERS, AUCTIONEERS, SETTLERS, STORE-KEEPERS, DEALERS, SHIPPERS, AND PRIVATE FAMILIES.

LAST week the Proprietors of the BEE HIVE

Had the pleasure to announce the receipt of this most splendid assortment of

NEW GOODS.

The whole of this large assortment are

NOW OPENED,

and certainly surpass the most sanguine expectations of all who have seen them. Before proceeding to the description promised,

CHRISTOPHER NEWTON AND BROTHER

wish to remark the fresh arrivals consist of One Hundred and Eight Cases and Bales, purchased

FOR CASH,

by their English buyer, Mr. William Newton, of London, expressly to their own instructions; and the remaining

TWENTY-FIVE CASES

Were shipped to order by

MESSRS T. W. SILVER AND CO.,

and selected purposely for this house.

This may truly be said to be the largest shipment ever received by any Drapery Establishment in the colony, amounting to upwards of

£12,000.

C. N. and Brother beg to inform their friends and the public generally, that the whole of this valuable assortment must be sold with the utmost dispatch, for the purpose of remitting, in order to secure another lot for the ensuing season; and in compliance with their usual system, they have marked the whole at an exceedingly small advance upon the English cost. The following is a sketch of the goods received:—

4 Cases superior silks,—this is the largest and most superior lot of silks we have ever imported; Mr. William Newton having been tempted to buy, in consequence of the depressed state of the money market, so that he obtained the richest goods at his own price. They consist of plain black and coloured gros de Naples and satinettes, a most exquisite selection of rich French satins, very cheap, and particular notice is requested to some new and very rich striped and figured gros, also in checks.

5 Cases British and French ribbons, in plain sarsnets and satins, fancy gauze, and bonnet ribbons, in all the latest English and Parisian styles.

3 Cases very choice and select British and French flowers.

4 Cases shawls and turnovers, in
Plain and bordered cachemere
Filled ditto
Plain and bordered Norwich
Plain and figured silk and satin
Llama and Shetland wool
Fancy turnovers and neckties

12 Cases black and coloured Orleans cloths. One lot at 2½d. per yard, but this quality is very common.
Very good, at 11½d
Superior, at 1s. 1d.
Lustres, at 1s. 2d, 1s. 4d., 1s. 6d.

8 Cases Alpacha cloths—these are the finest qualities and the best assorted colours ever introduced into the colony

2 Cases velvets and plushes, in black and coloured—these form part of the silk purchases, and are equally cheap

6 Cases Hosiery, viz.:—
White cotton hose, commencing at 5½d.
Coloured ditto
Black ditto, commencing at 5½d
Merino and lambs wool
Black worsted and cachemere
Mens' brown cotton half hose, commencing at 4½d. per pair
Ditto coloured, at 4½d.
Childrens' white and coloured socks
Ditto fancy boots
Lambswool Merino vests
Drawers and pantaloons

5 Cases gloves, carefully selected, in ladies', gentlemens', and childrens'—lace, silk, cotton, kid, cashmere, merino, and worsted

6 Cases haberdashery and small wares
100 and 200 yard reel cottons
Scotch, imperial, and Dutch tapes
Drilled eyed needles
Common and patent pins
Bindings of every kind
Sewing silks and twists
Tailors and milliners thimbles
Best linen thread, and in fact every article in the trade, our English buyer having made arrangements for a regular supply of these goods, the public are cautioned to ask for

NEWTON'S COTTON
AND
NEWTON'S NEEDLES,

these being the very best makes to be procured in England, and warranted by the name to be good

8 Cases British and French merinos; also wool French merinos. These are choice goods, and remarkably cheap; early inspection is desirable

8 Cases choice new styles in prints, at
2s. 6d. the full dress
3s. 6d. ditto, good colours
4s. 6d. ditto, chints
5s. 6d. ditto, newest styles and best goods
Small patterns, ditto, for children's frocks and ladies, in endless variety

Furniture chints
2 Bales very superior long cloths, for domestic use—cheap
Calicos, at 9d., 8½d., 6d., 6½d., 5½d., 6d.
Grey ditto ditto
1 Bale 8-4 white sheeting, superior soft finish
14 Bales blankets, 8-4, 9-4, 10-4, 11-4, 12-4, 13-4. These are remarkably cheap, and are manufactured expressly to suit this colony
8 Bales 12-4 New Zealand blankets. This is the description of blankets so highly prized in New Zealand, and have been procured on purpose to suit that trade
3 Bales heavy Scotch twill. The make so much required
9 Bales Lancashire and Welch flannels, at 11½d., 1s., 1s. 2d., 1s. 4d., 1s. 6d. 1s. 8d., 1s. 10d., 2s., 2s. 3d., 2s. 6d.—very good value
7 Cases woollens, in
Black, blue, and invisible green superfine broads
Black and drab kerseymeres
Plain and fancy doeskins
Ladies' cloths, &c.
The Woollen Department requires no comment, being well and justly appreciated, for cheapness and assortment; if anything, this is the best lot ever imported.
1 Bale pilot cloths, superior goods
1 Bale blue, drab, and brown beavers, cheap!

ALSO,

FROM S. W. SILVER AND CO S.,

5 Cases blue, and blue diess frock coats at 25s., 30s., 35s., 40s. 45s. 50s. 55s.
2 Cases gentlemen's fancy vests, 1s. 11d., 2s. 3d., 2s. 6d., 2s. 9d., 3s. 3s. 6d., 4s., 4s. 6d., 5s., 5s. 6d 6s. 6d., 7s. 6d, 8s. 6d., 9s. 6d 10s. 6d., 11s. 6d., 12s. 6d 14s. 6d., 15s. 6d., 16s. 6d.
3 Cases black and coloured trousers, at 4s. 9d. 5s 9d, 6s. 6d., 7s. 6d., 8s. 6d., 9s. 6d., 10s. 6d., 11s. 6d., 12s. 6d., 13s. 6d., 14s. 6d., 16s. 6d., 18s. 6d., 21s.
2 Cases boys' trousers
4 Cases white shirts, at 1s. 11½d., 2s. 3d., 2s. 6d., 2s. 9d., 3s., 3s. 6d., 3s. 9d, 4s., 4s 6d., 5s., 5s. 6d., 6s., 6s. 6d., 7s., 7s. 6d.
4 Bales Scotch twill ditto
3 Bales pilot coats, superior
1 Bale ditto, boys'
1 Case white and coloured stays

And in addition to these new goods, C N. and Brother would remind their friends, that there is their previous stock, unequalled for its

EXTENT AND CHEAPNESS,

And that they must sell without any delay, making the establishment altogether the most desirable one for purchasers of all classes to visit.

The old Terms,

CASH AND NO ABATEMENT.

CHRISTOPHER NEWTON & BROTHER.

7458

VELVET BONNETS.

MRS. PERKINS, in expressing her acknowledgments to the Ladies of Sydney, for the very flattering support she has always experienced in the Millinery department, begs to intimate that she has received ex Jane Catherine, and Sydney, a very choice assortment of rich shades in Silk Bonnet Velvets, with flowers, wreaths, and plumes; and being determined to make up all these materials for her own trade, she will sell Bonnets, this, her last season in business, at a price just covering the cost of the articles used.

Some pattern Bonnets having been sent out to Mrs. Perkins, from one of the first Parisian Milliners, the latest and most fashionable styles can be ensured.

Mrs. Perkins begs to insert an extract from a letter of her London Correspondent:—"drooping plumes are universally worn with Winter Bonnets."

The shades considered most distingué at home, are bright claret, dahlia, ponceau, bishop's blue, myrtle, brown, drab, grénat, corinthe, and violet; a rich shade of black is, of course, always worn.

MRS. PERKINS,
467, George-street.

May 1. 7497

STRAW BONNETS.

MRS. PERKINS begs to announce the receipt of six cases Straw Bonnets, ex Sydney.

They are of the newest shape, and comprise the following variety—
Women's Lutons
Ditto fine patents
Extra size ditto
Rice Lutons
Super ditto ditto
Dark Tuscans
Ladies' Rutland, whole straws
Ditto cord ditto ditto
Ditto Pusis ditto
Ditto Queen's ditto
Ditto figured ditto
Childs', girls', and maids'
Ditto button and looped Luton hats
Ditto ditto ditto *Prince of Wales ditto*
Ditto ditto ditto Lindiana ditto
Ditto ditto ditto new Tuscan
Chenille sprigs, edging and fringe.

MRS. PERKINS,
467, George-street.

May 1. 7557

KNITTING BOOKS.

MRS. GANGAIN'S Ladies' Knitting, Netting, and Crotchet Books
The Knitter's Friend
Gangain's Miniature Knitting Book
Mrs. Watts's Knitting Book
Madame Chardin's Knitting Book
The Knitted Lace Collar
Mrs. Beal's Crotchet Book
The Royal Shetland Shawl Book
Mrs. Watts's Collar Book
And a variety of others.

COLMAN AND PIDDINGTON,
Booksellers and Stationers,
George-street, directly opposite the Barracks gate. 7644

HENRY HAYES AND CO.,

FASHIONABLE CLOTHING ESTABLISHMENT,
416, GEORGE-STREET, SYDNEY.
PRICES REDUCED—CASH.

HENRY HAYES AND CO., in acknowledging the great and daily increasing patronage they receive, beg to inform their friends and the public generally, they have determined on making a FURTHER REDUCTION IN THEIR PRICES; not merely nominally, but *bonâ fide*, and such as will still more firmly establish the enviable character long since attained by their house, of being THE most fashionable, and at the same time THE CHEAPEST Clothing Establishment in the Australasian Colonies.

The principle of transacting business at the very lowest rate of profit for CASH has been sufficiently tested, and proved to be the most beneficial both to the employer and the employed; and Henry H. and Co. feel assured that this principle rigidly adhered to will enable them to supply their patrons at prices at least FIFTEEN PER CENT. LOWER than heretofore.

They have therefore resolved from this time upon DECLINING ALL BUSINESS WHATEVER ON THE CREDIT SYSTEM—a system by which (even in the most carefully conducted establishments) the *good* customers must virtually pay for the *bad*.

The depressed state of the English market has enabled H. Hayes and Co. to purchase largely at exceedingly low prices, and of this circumstance they are determined their customers shall have the full benefit. They are in receipt of their latest monthly supply just unpacked,

Ex SYDNEY.

A most splendid selection of goods, to which they respectfully invite inspection, they comprise superfine West of England broadcloths, and beavers of all shades and colour, pilots, imperial beavers, a most beautiful fabric for the over coat: also, fancy doeskins, trouserings, the newest style of fashion, worn by the aristocracy during the winter; also, a case of cotton cords for RIDING TROUSERS, comprising various colours and widths, Albert's bang-ups, very rare in the market.

The same reduction as above has been made in the ready-made department.

Note the address,

HENRY HAYES AND CO.,
Naval and Military Tailors,
7466 No. 416, George-street, Sydney.

BASS'S ALE, OF LAST OCTOBER BREWING.

ON SALE, at the Stores of the undersigned—
Bass's Strong Ale, Nos. 2 and 3, in hogsheads and barrels, of last October brewing, and ordered expressly for the late Mr. Petty, (of Petty's Hotel), is of superior quality.

Also,

Allsopp's Ale, Taylor's and Tennant's Porter
Martell's and Hennessey's Brandy
Rum and Gin, in cases
Dunbar's, Byass's, and Marzetti's bottled Ale and Porter
Port and Sherry Wines, in pipes, hogsheads, and quarters, and in bottle.

MACDERMOIT AND CO.

George-street, May 3. 7621

ALE AND STOUT

ON SALE at the Stores of the undersigned,—
Tennent's XXX Stout and Strong Ale, in draught and bottle.

ABRAM BRIERLEY,
Sussex-street

April 14. 6550

NEW TURKEY FIGS.

EX SYDNEY.

JUST LANDED, two cases of the above, in beautiful condition.

AT FAIRFAX'S,
Family Grocery Warehouse,
7652 George-street.

PATENT SPERM CANDLES, 17d. per lb., warranted to burn clean and bright, equal to any in the colony
Windsor soap, 1s. per lb.
Carpet brooms, 1s.
American chairs, in cases, one dozen each, or less quantities
An ORGAN, playing thirty-six tunes, in perfect order, of sufficient power for a small Church or Chapel.

SAMUEL HEBBLEWHITE,
Reiby Cottage,
7495 Two doors south Post Office.

TO GROCERS, AND WHOLESALE BUYERS OF TEA AND SUGAR.

MR. CHARLES NEWTON

HAS for sale by Private Contract, at his Rooms, Pitt-street,
China sugars, various qualities
Manila ditto ditto ditto
Hyson skin and congou tea, various shipments.

TERMS:—

Under £50, cash; above £50, approved bills at three months. 4799

RANKEN'S CHEESE.—The undersigned has received instructions to dispose of a superior lot of Cheese, at reduced prices. He has therefore to inform the public, to enable him to close accounts, the price he is disposed to sell at is 6d. per lb.

Wholesale price for a quantity, not less than 2 cwt., 4d. per lb.

W. WILLMINGTON,
Sussex-street.

May 2. 7562

CANDLES,

JUST ASK AT YOUR GROCER'S FOR

ALLEN'S SUMMER MOULD CANDLES, and try if they are not superior to any other candle in the market, at 6d. per lb.

You will know them by their hard wax-like appearance and the absence of all bad *smell*.

W. B. ALLEN,
1862 Sussex-street

FINE WHITE TABLE SUGAR,

IN SMALL MATS.

ON SALE, by Mr. STUBBS, at the Mart, King-street.

VERY FINE WHITE TABLE SUGAR, by the ton or single mat. 7704

PRESERVED MEATS, SOUPS, AND MILK.

PRESERVED Meats and Soups, of considerable variety and sizes, to be had on application at the Manufactory, Charlotte-place. 7735

MUDGEE FLOUR STORES.—The proprietors of establishments in the Mudgee and Dabee districts, also settlers on the Big River and the Goulburn, can be supplied with GOOD SECONDS FLOUR at a very moderate price. Any communications addressed to the undersigned will be promptly attended to

J. GOOCH,
Mudgee.

N. B.—A large stock always on hand. 7045

FOR SALE.

2100 SHEEP, of a superior description, now running at Byron Plains, New England, on the Northern Road, consisting of—
835 Breeding ewes, chiefly young
225 Maiden ditto
250 Ewe lambs, of September last
600 Wethers, 18 months to 4 years
150 Wether lambs, of September last
30 Young rams, first season.

2100 or thereabouts.

These sheep are bred from the finest woolled rams that could be procured in the district, and will be warranted in every respect. Approved bills at 3, 6, and 9 months date from the 1st July next, will be taken for three fourths of the purchase money, up to which day the sheep will be kept for the purchaser, free of expense.

Apply to JOHN MATHER, Esq., Armidale; or to

WM. H. EDINGTON,
7204 Byron Plains, New England

TWO POUNDS REWARD.—The above reward will be given for the apprehension of Thomas Golden, who absconded from the hired service of Captain Macdonald. A warrant has been issued for his apprehension by the Tumut Bench:—

DESCRIPTION:—
Name, Thomas Golden
Native place, Ireland
Height, about 5 feet 9 inches
Hair, light brown
Eyes, light grey

He was formerly an assigned servant of Mr. C. O'Brien's, of Yass, and lately in the service of Mr. Thomas Howe.

CHAS. E. S. MACDONALD,
Bongongo, near Yass.

April 20. 7201

STRAY HORSES.

STRAYED into the paddocks of the undersigned—

A Bay Mare, black points, branded F.V under the saddle near side, with a foal a few weeks old unbranded.

A Bay Gelding, hind feet white, branded WT on near shoulder, large scars on the hind part of both thighs, and on the neck near the shoulder.

The owners may have them, on paying all expenses, by applying to the undersigned, at Myrtle Creek, near Picton.

7694 JOHN GRAY.

ORDNANCE BUILDINGS TO LET AT LIVERPOOL.

Office of Ordnance,
Sydney, 24th April, 1848.

THE respective Officers of the Ordnance hereby give notice that Tenders will be received until Saturday, the 20th of May next, at noon, for letting on lease from the 1st of June next until the 30th September, 1860, on the terms and conditions hereinafter mentioned, the buildings, outhouses, and land situated in the town of Liverpool, lately occupied as Military Barracks, containing by admeasurement one rood and nine perches.

TERMS AND CONDITIONS.

The buildings and fences to be kept in repair by the tenants, and to be delivered over to the Ordnance Department at the expiration of the tenancy in a state equal to that in which they may be at the commencement of the lease, and the lessee is not to make any alterations in the buildings or fixtures without the consent, in writing of the respective Officers of Ordnance, alterations so made to be at the expense of the lessees.

Should any of the buildings or premises be required for the public service at any time during the term for which the same may be leased, the lessee will give up possession thereof on the expiration of three calendar months after receiving a notice in writing to that effect from the respective Officers of Ordnance.

The rents which may become due on the 31st March, 30th June, 30th September, and 31 December, in each year, to be paid to the Ordnance Storekeeper, at his Office, in Sydney, within one month after the expiration of each of these periods.

In the event of a lessee becoming a bankrupt, or should apply for or take the benefit of the Insolvent Act, or of his doing or suffering any act which would subject the premises to be transferred by operation of law, the lease shall become void.

Parties tendering are to address the same to "the Respective Officers of Ordnance, Sydney," and to state the amount of rent per annum they may be willing to give, together with the names and address of two sureties, who will enter into a bond with the party tendering in the penal sum of £200 for the due payment of the rent and fulfilment of the terms of the lease.

The premises may be inspected on application to the person in charge, and further information may be obtained at the Ordnance Office in Sydney. 7169

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LEGISLATIVE COUNCIL.

PROPOSED CONSTITUTION.

Mr. Wentworth's Reply.

Thursday.

Mr. WENTWORTH was afraid that the amendment moved by the honorable and learned member for Auckland would have a most mischievous effect in taking off the attention of that Council and of the colony at large from that which was of incalculably the greatest evil proposed in Lord Grey's Despatch, and turning the channel of their deliberation and discussion to a subject of merely secondary importance, namely, whether in future this colony should be legislated for by one assembly or two. He must admit the great ingenuity with which the honorable and learned gentleman had supported his amendment; the subtle and plausible arguments which he had so eloquently addressed to the House, in defence of his objection to the resolutions, as they stood upon the paper. Before, however, he endeavoured to reply to these arguments, it would perhaps be better to make some observations on what he considered the sober and more serious objection to this scheme of Lord Grey, the attempt to foist upon this colony in spite of its repeated protests against it, the odious, impracticable, and absurd scheme of District Councils. Now, as to the origin of this scheme, although one honorable member (Mr. Parker) supported too by the Hon. Attorney-General, chose to persist in their assertion that the late Governor was not the concocter of this notable measure, he took it that after the statement made by the honorable member for Murray, combined with Sir George Gipps's in a despatch, and the circumstantial evidence afforded by his acts in this colony, that neither the Council nor the country would attach much weight to the assertion of those two honorable gentlemen. He was not, therefore, surprised that the honorable member from Parramatta (Mr. Parker) should still remain the advocate of a measure which almost every thinking man in the country had scouted. It was only natural that he should still firmly cling to a system which had been concocted by his patron, and that, not only he should strive as he had done that night, to vindicate his memory and his acts, but that he should remain the ardent supporter of that patron's favourite measure. The attempt, however, made by the hon. member and the Attorney-General, to prove that Sir George Gipps was not the author of the measure, had utterly failed; nor could he hardly conceive, in the position the honorable member (Mr. Parker) was placed, considering the close intimacy in which it was well known he lived with the late Governor, that it must not have been in his knowledge that Sir George Gipps was in fact, the originator of this measure. On this point, vivid as his recollection of the talents and virtues of the late Governor, his memory seemed most unfortunately to have failed him, for it seemed impossible that he could always have been as ignorant of the fact as he now seemed.

Mr. PARKER asserted positively that Sir G. Gipps was not the author of the District Council measure.

Mr. WENTWORTH: Then if he were to believe the statement of the hon. member, he must also believe that Sir George Gipps was not the author of the despatch on the subject which bore his signature, and that the contra assertions from the late Governor's lips to hon. members of this House were not true. He must say he could not reconcile himself to this belief, and therefore he doubted most hon. members would remain in the opinion that Sir George Gipps was the author of the measure, and as such he should continue to treat and speak of him. He might not be the author of this exact Bill, he might not have been the framer of this notorious Algerine clause; but he was the author and promulgator of a system similar in its objects and operation,—the principles of which were identical, and the details closely alike. It is true that at the time the measure was first proposed, besides the recommendations and suggestions of Sir George Gipps, there were concurrent circumstances which induced a favourable reception of the scheme. The report of Lord Durham recommended the establishment of similar institutions in Canada had just made its appearance, and had attracted considerable attention. Had this been otherwise, the feeling of opposition to the scheme which they were told prevailed in Downing-street, might have been successfully influential, and thus the Act of Parliament been spared the foul blot upon it, with which the District Council clauses stained it. (Hear, hear.) There was, however, none of that contradiction in the resolutions he had proposed, which the honorable member (Mr. Parker) was pleased to attribute to them. The honorable member said that in repudiating this system of District Councils, they were in fact repudiating the very constitution, which in another resolution they insist upon their right to keep. But if the honorable member had chosen to look at the resolution, he would have found the claim to keep their present constitution was made in direct reference to the General Grievance Report; and the claim was not made for those parts of the constitution which required the alterations and amendments recommended in that Report. (Hear, hear.) That in fact they had in no instance repudiated their present constitution, they had repudiated only that part of it which related to District Councils; and, which as the Despatch of Lord Grey stated, was entirely inoperative. He denied that there was any inconsistency in their doing this; they had a perfect right to complain of any part of the Act; and with regard to the clauses in question, there was a special provision in the Act, leaving it for the Council to give these clauses effect or not as they might think fit. (Cheers.) He must also deny the justness of the honorable member's opinion that he had been guilty of any impropriety or indecorum he had made to the acts and policy of the late Governor, in connection with this subject. He was as unwilling as any one could be to invade any of those decencies which should protect the memory of the dead; but he had never in any instance attacked the private character of the dead. His public character, his acts, would hereafter be approached without ceremony by the historian, and these acts were public property. They had been felt by the public, and he did not know of any reason to deter him from treating them and alluding to them as such. The honorable member might claim an exemption from censure for the dead, which would not be consistent with justice to the living, and such an exemption he could not grant. (Hear, hear.) He also regretted much to see that his honorable friend the member for Murray had joined with many other members in a feeling favourable to the erection of these municipalities on a moderate scale in the colony. He for one was averse to their introduction at all, and at all events he would confine any system of Municipal Government to the localities mentioned by the honorable member for Auckland; and even there he thought it would be the greatest curse which could be inflicted upon them. Any system of taxation attempted to be levied in the rural districts must be most unjust—most ruinous in its effects. Although the Colonial Secretary had denied that the intention of this local taxation was to relieve the general revenue, he certainly had not convinced him that such was not the case; and he would ask him if this was not the original intention in the erection of these bodies, how it was that when they were first proposed it never intimated that any abatement whatsoever would be made in the collection of the ordinary revenue. He denied that there had even been any proposition to this effect, nor was such an abatement contemplated. No! if £100,000 could have been raised annually, the revenue extracted from other sources would have been the same as before. The surplus the Government would have then had at its disposal would have been spent, as he had before said, in dispensing patronage—the grossest jobbery of corruption would have sprung up; places would have multiplied in every direction, till the creatures and dependants of the Government possessed entire influence in every district. (Cheers.) This would have been the result of this system. The District Councils would have been constituted to tax the country to save the revenue. The surplus revenue would have been used to put the constituents, of which that Council were formed, so entirely and completely in the hands of the Government, that every spark of popular and constitutional liberty would have been extinguished. (Loud cheers.) This was the scheme that was proposed—a scheme which he again denounced as utterly illegal and unconstitutional; and he would, in proof of what he had urged, call the attention of the Council to the constitution intended for Canada. This constitution was prepared and introduced into Parliament during the last government of the Whigs, when Lord John Russell, now Prime Minister, was at the head of the Colonial Office. When the Canada Union Bill was first introduced, it was attempted to attach to it these district council clauses; to make them as they were in their own constitution, a part of the Act of Parliament. But the Parliament would not assent to this—they threw these clauses out, on the ground that the local legislature was the right assembly to frame a constitution for such clauses. The Whig Government therefore—the same Government who were now proposing to saddle them with this new constitution, were foiled in this attempt. But though foiled there, they had not abandoned the attempt, and though Parliament had declared that the local legislature alone, was the body to decide as to what these district councils should be, or whether they should exist at all, it was again endeavoured, against the unanimous voice of the people, to fasten this odious system on New South Wales by Act of Parliament. But then those clauses of the Canada Act were thrown out. He found them inserted in the work of Sir Francis Head, on Canada, and to give the Council an idea of what these district councils were to be in Canada, he would read them to the House:—

And be it enacted, That it shall be lawful for every district council to make ordinances for providing a suitable building for the meetings of the said council, and for maintaining and regulating an effective system of police within the said district, and for the paving and lighting of any town within the said district, and for the making and maintaining or improving of any new or existing road, street, railway, canal, or other convenient communication and means of transit, whether natural or artificial, for passengers, cattle, goods, or merchandise, by land or water, within the limits of the said district, and also all bridges, viaducts, tunnels, cuttings, embankments, and other works connected therewith, or for the stopping up, altering, or diverting of any such road, street, railway, canal, or other sub-communication as aforesaid, and the works connected therewith, and also for any other purpose, matter, or thing, which shall be specially subjected to the direction and control of the said district council by any Act of the legislature of the said United Province.

And be it enacted, That it shall be lawful for the said district council to make ordinances directing the levying and assessing and application of moneys, for effecting all or any of the purposes for which they are empowered to make ordinances as aforesaid, either by imposing tolls and rates, to be paid in respect of any public work, and to be collected and applied as shall be directed by any such ordinance, or by means of a rate or assessment to be assessed and levied upon real or personal property within the said district, or upon the owners or occupiers thereof in respect of such property, and to enforce the collection and payment of all such rates and tolls, or such rates and assessments as aforesaid, by reasonable penalties, and also to make ordinances for the levying of moneys by such rate or assessment as aforesaid, and applying the same in or towards the payment of all necessary expenses incurred or estimated as likely to be incurred for the current year in respect of the local government of the said district, either on account of the lawful expenses of returning officers at elections of members for the district council, or the salaries of officers, or otherwise howsoever.

So in fact the powers which the self same minister intended to bestow on the District Councils of Canada then, were to be conferred on District Councils in New South Wales now. And these were to be extended throughout the whole colony, and to be of moderate size. Why for such institutions to attempt to carry out any one of the purposes for which they were designed, would bring absolute ruin on any district in the colony. (Cheers.) These were the powers given to these bodies, and the funds by which the duties of the Council were to be performed, were to be raised by taxation on the real and personal property of the inhabitants, and if this were not found sufficient, by a poll tax. No colony in the world could sustain such a scheme as this; he doubted if the mother country herself could bear it; but with the scattered population, the inadequate resources of this colony; it was utterly monstrous, absurd, and impracticable. (Great cheering.) This was the great evil, to avert which they ought to turn their attention rather than trouble themselves with the discussion of mere theoretical and abstract questions as to the superiority of one house over two. This was the evil, the great coming evil, an evil the nature of which was shadowed out in the clauses which he had read, and against which, with all their powers and energies, with all the force of indignation and despair they ought to protest and remonstrate. (Long and continued cheering.) But the result of this attempt, and the nature of the evils arising from these District Councils were not as yet fully shown. He would read from Sir Francis Head's work to show them what that result might be expected to be. Sir Francis Head wrote—

In the Union Bill which Lord John Russell had laid before Parliament, he had boldly inserted twenty clauses establishing what he termed "District Councils," the members of which were to be elected very nearly by universal suffrage.

Now, as it is only in our colonies that Lord John Russell can just at present venture to unmask his real designs, it may be of service to the fundholders, landowners, manufacturers, and farmers of England, clearly to understand what his Lordship really does mean by those dissolving views which, under the general appellation of "Reforms," he is hourly displaying to an admiring audience. The District Council Bill in question not only beautifully displays the whole secret, but explains a useful formula or infallible receipt for converting any monarchy in Europe into an unbridled democracy, such as has not yet been exhibited on the surface of the globe.

Lord John Russell has, it appears, shrewdly observed that in that model republic, the United States of America, "*the people*," tyrannical as they may vulgarly be called, are in fact very often most inconveniently restrained by their own representatives in Parliament, and especially by "the Upper House of Parliament," designated in America, as elsewhere, by the contemptuous appellation of "that congregation of old women."

Now, effectually to remedy this grievance, Lord John Russell introduced in his Canada Union Bill clauses declaring—

1st. That the members of the Upper House who in the two Provinces had formerly held their seats *for life*, should henceforward be appointed only for eight years.

2nd. That *five* members should form a quorum.

3rd. That "*The President*" of this little Upper House, as well as all members thereof, should be appointed by the Governor-General, who it will be recollected was to be advised by his Executive Council, who it must always be kept in mind were "to possess the confidence of *the people*."

4th. That this "President" so appointed was to have a casting vote.

[On the other hand, Lord John Russell (probably recollecting the propositions of Falstaff's bill for bread and sack) proposed in his Union Bill—

1st. That the House of Representatives of "*the people*" should consist of *ninety-eight* members; and

2nd. That the said House should elect their own "*Speaker*."

Now it is pretty evident, from the mere showing of the case, that in the new constitutional act of the Canadas the lusty representative of "the people" had very little to complain of in the way of restraint.

Lord John Russell, however, was determined that even this little monarchical "grievance" should be removed.

He therefore courageously proposed in his Union Bill to deprive this Provincial Parliament of all power to do good or evil: in short, to convert Governor-General, Executive Council, little Upper House, and large House of Representatives into mere men of straw, and to vest the *real* administration of affairs in the hands of a number of what he called "District Councils," each of which was to elect its own "Speaker," and to be composed of twenty-seven members, ten of whom were to form a quorum, and one-third of whom were annually to be replaced by *yearly* elections.

That, he took it, would be the Bill which this sage Minister intended to introduce into this colony. He ventured to predict the provisions of Lord Grey's Bill would be identical with this; and when under such a wise and well considered measure councils of twenty-seven were appointed in districts where ten qualified persons did not exist, there was some hope that the new system of District Councils might work about as well as that contemplated under the Constitutional Act. (Great laughter and cheers.) Sir Francis Head went on to say—

Now, on the homely axiom that two things cannot occupy the same place at the same time, it follows, just as Lord John Russell cleverly intended it should follow, that when all these powers were imparted to his Lordship's District Councils, his Lordship's Provincial Parliament would prove to be an assemblage of men of straw, whom his agents, "*the people*," would very soon set on fire and destroy: for besides the inconvenience in a roadless country 1500 miles long, of having only one unwieldy Parliament to be convened, prorogued, and dissolved, whenever the Queen's representatives should think fit; the advantage which these snug District Councils were evidently intended to possess, was, that there would then exist no "congregation of old women," or any other description of bridle, or even of halter, to restrain democracy from doing what it liked with whatever it might consider to be its own; in fact, that with all the patronage and popular power of their former Houses of Representatives, these District Councils would have no one above them but a harmless automaton Governor-General, whose councillors, it must always be remembered, were, by his Lordship's proposal, to be dismissed whenever "they found themselves opposed to the express wishes of *the people*."

Now, the inhabitants of the United Kingdom have here reflected before them, as in a looking-glass, Lord John Russell's own exemplification of the "Reforms" he is by rapid strides successfully establishing for them at home.

However, although Lord John Russell's Bill in question was, generally speaking, imperfectly understood in England, yet it was clear enough to many of our legislators that if these District Councils' clauses were passed, a democracy, infinitely more licentious than anything existing in the United States, would, by an Act of the Imperial Parliament, be established by royal assent in the territory of the Crown. This was, of course, deemed "too bad," and the vicious clauses were accordingly expunged. Nevertheless, the establishment of such a system of government in the outworks of the empire, would evidently, sooner or later lead to such important corresponding results at home, that Lord John Russell courageously determined to carry the measure, although the Imperial Parliament had not assented to it, and although the people of Canada *had never asked for it*, did not want it, and did not like it. Accordingly, infusing into the Governor-General's councils a *quantum suff.* of republican advocates, he re-introduced the measure before the newly united Provincial Legislature of Canada, and exerting the utmost influence which the Queen's Government could collect, he carried his point, and then, as Her Majesty's Secretary of State for the Colonies, he prevailed upon the Queen to give her Royal assent to the Bill, establishing these *District Councils*, which are now, by the unanimous consent of all parties in Canada, designated "*Sucking Republics*," and which, notwithstanding the influence of the million and a half of money about to be distributed for public works, were only carried in the House of Assembly by the casting vote of the Chairman of the Committee, Caleb Hopkins.

This description of the District Councils, intended for Canada, might give them a pretty good indication of what he wanted to introduce here. If such a system were introduced here, attended as it was threatened too, by double election—which did not exist in the Canadian Constitution, all power of that Council, all popular power at all, would be gone. Better then would it be for every man having any property whatever to take himself off, for he predicted under the most earnest conviction of the truth of what he said, that the moment in which such a scheme was put in operation, would seal the ruin of every man in the colony. (Cheers.) Therefore he would once more press upon them that the great, the paramount, he would say the absorbing consideration which ought to occupy their minds, was how this enormous, this overwhelming injustice and infliction, could be averted or resisted. (Great cheers.) Carry out this monstrous attempt, and what did it signify what form of government prevailed? What absurdity to complain of a threatened alteration in the theory of the constitution, or to defend that theory, when the practical measure, which was the very foundation of Lord Grey's measure, and on which alone the proposal of a second house rested, would seal for ever the ruin and destruction of the colony. (Loud cheers.) Talk of one house and talk of two, speak of constitutional freedom to be gained or preserved by either—let this measure be introduced, and the colony, to use the words of Sir Francis Head, would be given up to the will and tyranny of the wildest democracy that ever existed. (Loud and continued cheering). But he (Mr. Wentworth) did not think that anything like an extension of popular power had been the object which either the author or the various ministers, who had tried to put the measure in force, had in view, he believed that object to have been solely to raise funds, which would largely increase the patronage of the Government, which would serve to feed that venality and corruption which was practised so grossly by the English Government, that it seemed almost necessarily to extend into the colonies; and from the taint of which authorised as it was by the Colonial Office at home, it seemed hardly possible that any subsidiary authority in the colony could be quite free. Having said this much on what he considered the monster evil of this proposed measure, he would now, with the permission of the House, endeavour to reply to some of the arguments of honorable members, particularly those of the honorable and learned member for Auckland, as to the benefits to be derived from the constitution of an upper house. And in the first place he must say he was not at all surprised that this proposition of the Secretary of State should receive the support of the nominees of the Crown. One of these gentlemen (Mr. Allen) in the observations he had addressed to the House, had said that he had found since he had had a seat in that House, that the position of a Crown nominee was a most unpleasant one. He could only say if this was the general feeling, the Crown nominees had themselves to thank for it. That had they so chosen at the first they might have occupied a position in that House as independent as any member in it. (Cheers.) There was nothing whatever in the Act of Constitution which required the nominees to support the Government, or to refrain from giving their votes according to their opinions on every question. (Cheers.) But from the beginning the nominees had as a body acted on the false assumption that they were bound to support the Government by whom they were appointed. This was the assumption that had made their position unpleasant, that had exposed them to taunts and reproaches in that House, because it had also taught them to forget that they were sent into that House to represent a country, not a government. This it was that had led one of their body—certainly one of the most talented members of that House, to dare to assert, that in voting in support of this very measure of District Councils, that he felt bound to support the Government who sent him, though in doing so he must vote against his conscience.

COLONIAL SECRETARY: Name—name.

Mr. WENTWORTH: Mr. Hamilton. If therefore the nominees were unpleasantly placed, they had themselves to blame for it. It was ascribable to the false position they had taken from the first, in acting in subserviency to the head of the Government when they ought to have given independent votes. But if it was their feeling of subserviency which had led to their present position in that Council, by what process was it likely that they would become more independent as a separate house. He thought it was impossible to draw any analogy between a house constituted in that way and the House of Lords. The one body was already independent, the other it was hopeless to think ever would. One portion of the Lords would always be opposed to the Government, or in other words, the Ministry of the day, and exercise the most jealous watchfulness over their acts. Here no such principle would exist. But whatever the principle or independence of such a house might be, it was quite clear to him that at present at least there was no class in the colony sufficiently intelligent, educated, and substantial, from among whom this house could be selected. (Oh, oh, from the government benches, and cheers from the opposite side.) He repeated there was no such class—that there was not men to be found in the colony whose position would enable them to take such duties on themselves. Had they not great difficulty even now in finding efficient members for one house? (No, no, and cheers.) He repeated that they had the greatest difficulty to find men whose capacity, education, and position, would enable them to perform the duties of a representative with credit and independence. They had been told by the honorable member for Murray, and the truth of his statements was attested by cheers from all parts of the House, that the colony was on the verge of general bankruptcy. What member of that House dare say that a year hence he should be in a position to meet a constituency. Before that time half the members of that House might have become insolvent. What a state of things was this in which to increase the legislature of the colony from one house to two. (Cheers.) The Canadian Act very properly had only one disqualifying clause, the members of the upper house were appointed for life; but that should, in that province, at all events the social state must be on a far more stable footing than it was here—that if they were to have this second house, they must have an insolvent clause in the Act; and a pretty position that Council would be in, to go before Parliament to ask for such a clause—to state that in this colony every man was liable to sudden insolvency. What would the English Parliament think of them? They would turn away in disgust from them; most likely in the full conviction that a community so placed was not in a position to legislate for itself at all. The honorable Colonial Secretary had called the assertion a libel on the country—that there was no such class. It might be, and it was perhaps a libel on the Government, (cheers)—for it was to the acts and recommendations of a past Government that he unhesitatingly ascribed the embarrassments and evils which beset them now. (Cheers.) It was by the acts and recommendations of that Government—the policy hostile to every interest of the community by which it was actuated, that they had been led on to the brink of that gulf of ruin which yearned round them now. (Loud cheers.) He asserted, and he defied contradiction, that if these recommenda-

tions had been kept back, which had instigated the policy of the home Government towards the colony they would still have been enjoying a state of prosperity. (Great cheering.) If transportation had not been so suddenly suspended. If the price of land had not been so unduly raised they would never have been placed in the deplorable and calamitous condition which he (Mr. Wentworth) ascribed wholly and solely to the acts of the late Governor. (Loud cheers.) He now turned to the arguments of the hon. and learned member for Auckland, and that hon. gentleman excused the course he had taken by showing that the go by had not been given to the proposition of Lord Grey for two houses in the resolutions before the House. But if the hon. member did not wish to have raised the discussion on this point, it would have been easy by a few verbal observations to have left this proposition open, without any expression of opinion on it; and he could therefore only think that he had moved his present amendment to raise this question. He (Mr. Wentworth) would concede to the hon. and learned member that the theory of the constitution of the present Council was not in accordance with that of the British colonies. The course which had been followed in most of the colonies was that two houses were established. But though this had been the usual course, it did not follow that this course had uniformly worked well. They found the very contrary the result. In the West Indian colonies, indeed, it had been more successful; but that was solely owing to the fact, that, at all events before the Slave Emancipation Bill, there was in those colonies a large body of independent proprietors—of educated men too wealthy, too independent to suffer themselves to be either menaced or cajoled by the Government. It was because, in these colonies a sufficient affluence prevailed to admit of the working of such a system—but if they turned to Canada how would they find the system had worked there? They found that it had worked nothing but mischief, that the whole history of the legislative assemblies of these provinces, particularly of Upper Canada, was composed of a series of collisions—that whatever was proposed by the lower house was rejected by the upper. That this upper house consisted of placemen, and their friends and relatives—insomuch that it was ordinarily styled the family compact. That it put its veto on almost every act of the lower house, and that, in fact, this farce of legislation was nothing but a series of counteractions. That the Government was utterly powerless, the upper house overawing alike, both it and the representatives of the people. Lord Durham in his Report speaks of this body, as usurping all power, that its members held all places, that they held the clergy reserves and most of the lands of the colony. Could not that Council easily imagine how a similar result might arise here if an upper House was formed. Such a House must at first consist of officials; nothing more probable than that it might extend to the relatives and connections of these officials, and they would find but little difficulty in associating the large proprietors with them. If this should not be the case at first, it was a state of things that would assuredly grow up; and if it did, then he contended that Council would have no power at all; at all events, if the schedules were not given up to it; and he was astonished that the honorable and learned member for Auckland did not provide in his amendment that the schedules should be given up. He would wish to ask that honorable and learned member, whether he meant that a House of Assembly would have a greater power over the public revenue than that Council, so long as the schedules were in force?

Mr. LOWE—Certainly.

Mr. WENTWORTH—Then was the honorable member of a very different opinion to himself. The schedules already amounted to 40 per cent. of the revenue, and those would be beyond the power of this House of Assembly; and between its power of appropriating the remainder, this wet blanket in the shape of an upper House would be interposed; and this was the increased power which a House of Assembly would possess over that which was now exercised by the present Council. The fact was, such an Assembly would have no power at all, and it would be a degradation to any man of intellect to belong to such a mere debating club as that into which it must degenerate. (Cheers). The honorable and learned member next proceeded to enumerate the advantages which the popular element of the constitution would derive from this change. The first advantage which the honorable and learned member says would be gained was, that the resolutions and petitions of the House would be made more effectual coming from a House composed entirely of representatives, than they would be coming from this House, as they would be sent direct from the representives to the head of the government here, or to the government at home. To a certain extent he was prepared to admit the truth of this, but he did not believe that it would be attended with any practically beneficial effect. He would appeal to the honorable and learned member, whether all the popular resolutions which had been proposed in that House—all resolutions aiming at substantial reforms, had not been carried by large majorities, even though the nominees of the government were present to protect with their votes the interests of the government. (Cheers.) He imagined that petitions and resolutions carried in this way would have greater weight with the home government. They would tend to show how strong popular feeling was in favour of them, and that not even the influence of the nominees could prevail against their passing. He could therefore see no practical advantage to be gained in this respect from the constitution of a second House, nor was there more force in the second reason urged for such a change. That reason was, that this Council could not so effectually expose corruption as a House of Assembly. It was not denied by the honorable and learned gentleman that the Council had the power to expose jobbery, but it had not exercised that power simply because no necessity for its exercise had occurred. Should such necessity arise, he trusted and had the fullest confidence that the House in this respect, as in all others, would do its duty in a manner worthy of itself; and if it became necessary to publicly denounce the delinquency of any public officer, that honorable members would not shrink from the duty. In the only instance of the kind which had occurred, the honorable and learned member for Auckland was himself concerned, and in the part he then took he found the House ready to co-operate with him. His resolutions and petitions were carried by large majorities of the House, and by the expression of the opinion thus obtain a portion of the money which had been misappropiated by a public officer were refunded. He could not, therefore, see that in this respect any practical improvement would arise from the constitution of a new House, and the suggestion came, he thought, with a very bad grace from the honorable and learned member. With regard to the appropriation of the public money, he thought the experience of that House was sufficient to refute the arguments of the honorable and learned member in support of the greater eligibility of a second House. He would accede, however, that the practice of officials and nominees joining in money votes was opposed to the theory of the English constitution. But he thought this was a theoretical grievance rather than a practical one. In the first session of the Council, in spite of the most determined opposition from the Government, in spite of every effort of his honorable friend, the Colonial Secretary, to keep up offices, a reduction was made in the Estimates to the extent of £50,000. Had the lavish expenditure which prevailed at that period not been cut down with an unflinching hand, had not the most scrutinising watchfulness been practised, the consequence would have been, as the event proved—the Government would have been in a state of bankruptcy. On all these points, then, the arguments to prove the superiority of two Houses over one had not been borne out; experience had proved that the present Council had worked well in all these respects, and that large as was the proportion of the nominees of the Crown, subservient as they had always been to the will of the Crown, yet the representatives of the people in that House had been enabled to maintain intact the interests of their constituents. (Cheers.) The honorable and learned member seemed also to think that by the erection of two Houses they would be able to legislate more efficiently. He could not concur in this opinion, nor did he think his honorable and learned friend had entertained it long; for though he agreed that the revision of a second body must always tend to improve their enactments; that, as the Attorney-General had said, that when they came to be looked over deliberately and calmly, errors might be detected that would escape notice in committee, yet he thought they had a better court of revision provided already than this upper House was at all likely to be. This court was pointed out by the Constitutional Act, and consisted of the Governor, assisted by his law officers, and if he chose, by his Executive Council. The Executive stood in the place of the House of Peers, and it was to the Executive that the Acts of the Council ought to be sent up for revision, and repeatedly they had been returned for amendment, and when the House could do so conscientiously, and it had done so in almost every instance, such amendments had been most cordially made; seeing then the machinery of the present constitution had in every respect proved itself fully adequate to the ends for which it was designed, he could attach no weight to the arguments for change. There was one other feature which was said to be in favour of a second House, on which great stress had been laid. It was said that this second legislative body would prevent collisions between the Council and the Executive. To him this appeared the strongest argument of all against it. He attached more importance to this, because in this respect alone did he think that a second House would cease to be merely inoperative for good, but would become a great and unmitigated evil. (Cheers and counter cheers.) So long as Government would press unjust, oppressive, or obnoxious measures on any community; so long as it disregarded every expression of the wants and wishes of the community, the representatives of the people, if they did their duty, must come in collision with such Governments. There always had been, always would be, bad Governments; and while bad Governments existed, they would, they ought, they must come in collision with the people who suffered from their misrule. (Cheers.) It was these collisions that afforded the only chance of remedy, and therefore he repeated that to erect the second House to ward off from the Government the expression of popular opinion was to be seriously feared, and emphatically deprecated. Give the Governor this shelter, and let what will arise, he might sit quietly in some snug parlour of his palace, where the gale of popular opinion, or indignation, could never reach him. (Cheers.) He looked upon this direct communication between the government and the representatives, as the greatest advantage, the most efficient protection of popular opinion, that belonged to their constitution. They had been told, how truly he pretended not to say, that these collisions had led to the premature death of one Governor, and of one talented and respected member of that House. He repeated he could not speak to the truth of this assertion, but if it were true that a Governor, had fallen a victim to the ungovernable fury by which he was excited at the successful opposition of this Council to acts which their duty to their country compelled them to oppose, it was but a just retribution of his arrogance and self-will.

Mr. DARVALL rose to order. He would take the opinion of the Speaker as to whether the language used by the speaker in reference to a former Governor, Sir George Gipps, was such as ought to be used in that House.

The SPEAKER understood the observations of Mr. Wentworth, to apply only to the public acts of Sir George Gipps; and though it would be perhaps better that milder language should be used, he could not consider the language out of order.

Mr. WENTWORTH would repeat that whatever the result of these collisions had been either in or out of the House, the benefit to the colony had been immense. It was owing to these that the mischievous measures of the late Governor—that this very measure of the District Councils had been successfully opposed. Many other benefits had arisen from the constitution of that Council, and if, in spite of all their efforts they had not been able to gain any new liberties for the colony, they had at least the satisfaction to know that, notwithstanding the most persevering attacks had been made upon them, they had been enabled to preserve those they possessed, entire. (Cheers.) These were the practical benefits which had resulted from their present constitution. Though the theory of a second House might be better, in operation it would prove delusive, and he repeated again, that the circumstance of the votes and proceedings of the Council going direct to the Governor without the intervention of any one, was an advantage which would far countervail the fanciful benefits which were to rise from the constitution of a second House. (Loud cheers,) He was glad that his honorable and learned friend the Attorney-General admitted that the present constitution had not yet had a fair trial. It had not as yet been tried long enough; but short and insufficient as that trial had been, it had served to vindicate the hopes and anticipations of those who approved its form. It had done more than this. In the most stormy and disastrous period which ever beset a British colony, at a period when a highly talented Governor, a man of the most despotic and arbitrary opinions, was using all his power against them, that constitution had enabled the representatives of the people to hold their own. (Great cheers.) And to paralyse that mischievous excrescence of the constitution which Earl Grey now sought again to fasten on them. (Renewed cheers.) He thought that instead of their casting it from them, that when they looked back and saw that in this ark they had been able to steer through the rocks and breakers by which their Legislative Council had been beset, that they ought to regard it with something of affection. (Cheers.) However inconvenient it might have been to the local government, whatever misrepresentations had been urged against it, to make it unpopular with the government at home, he hoped that this Council at least would not join in an act so suicidal as to alter the constitution in any of the modes pointed out in Lord Grey's despatch. (Great cheers.) If this scheme was to be enforced, let the home government do its dirty work itself; let them destroy the present constitution, under which they had so successfully vindicated the liberties of the colony; but let not that Council, let not the colonists, have any act or part in the vile assassination. (Great cheers.) He was not disposed to press the resolutions in their present shape, as he was aware that there were some trifling expressions which some members considered objectionable. He had been taken to task by a great statistician, and he supposed a great grammarian, from the use of the word "unfounded" in the resolution. (Laughter.) The expression however suggested in lieu of it was, that such and such statements "were not founded on facts, not warranted by facts." (Great laughter.) He did not think there was any discourtesy in the word, and to his poor judgment, the substitution would be far more offensive than the original. (Great laughter). The honorable member for Kissing Point had endeavoured to prove, that the Council had been guilty of usurpation of the powers which ought in right to belong to the District Councils, by suspending the clauses in respect to them; but they were fully justified by the Constitutional Act itself in so doing, as the discretion of putting these bodies in operation was left to the Council. (Hear hear.) But he was aware that there were inaccuracies in the resolutions which might be improved. He indeed meant to express the opinion that a second House would be injurious, and he hoped the Council would agree to such an expression of opinion. If however they were to have this new form of constitution, he felt assured the Council would find out its error only to repent it. That, as in Canada it had happened, so would it happen here, and they would find measure after measure carefully propounded by the representatives for the people rejected and thrown back upon their table, because it was not convenient that they should ever reach the Governor. With these observations, he should not oppose the motion to go into Committee.

Mr. COWPER'S amendment, that the Council do go into a Committee of the whole House on Friday, to frame resolutions, was then put and passed.

The rest of the business was postponed, and the Council adjourned.

Draft of Resolutions to be proposed in Committee of the whole, as an amendment upon Mr. Wentworth's Resolutions:—

This Council having had under consideration the copy of a Despatch from the Right Honourable Earl Grey, Her Majesty's Principal Secretary of State for the Colonies, to his Excellency Governor Sir Charles Augustus Fitz Roy, No. 203, dated Downing-street, 31st July, 1847, it is resolved thereupon—

1. That the erection of Port Phillip into a new Province may be effected without any fundamental change in the constitution of this colony.

2. That the principle that local affairs should be managed by local authorities though obviously true, as between the colonies and the mother country, cannot safely be extended to the relation between the central Government of a colony and its rural districts.

3. That it is from the utter inability of the rural districts to bear the expenses of District Councils, and not from any desire on the part of the Legislative Council to monopolise all the powers of the colonial state that the one part of the constitution intended for the colony, has been brought into operation, while the other has remained in abeyance.

4. That any scheme of District Councils involving powers of local assessment for local purposes, would operate as a virtual confiscation of the lands already alienated; would create endless discord and confusion, and by simultaneously introducing a federal and local system of Government, render that Government at once ruinously expensive and miserably inefficient.

5. That grievous as this Council would esteem it, to see any system of delegated election imposed upon the colony, the disfranchisement of the present constituencies in order to confer the elective right upon these lustly obnoxious corporations, would render this invasion of public liberty still more intolerable.

6. That this Council cannot acquiesce in any plan for an inter-colonial Congress in which the superior wealth and population of New South Wales, as compared with the other colonies of the Australian group, both individually and collectively, shall not be fully recognised as the basis of representation.

7. That this Council is disposed to view favourably the proposition of separating the deliberations of the nominees of the Crown from those of the representatives of the people, but considers that such an amendment in the present constitution, ought to be accompanied by the cession of the territorial revenue, or the schedules A, B, and C, to the appropriation of the representative assembly.

8. That although this Council has deemed it a duty to give its opinion upon the several propositions contained in the Despatch of the Right Honorable the Secretary of State for the Colonies, it cannot forbear from expressing its strong sense of the indignity with which the people of the colony are treated, by the announcement that a measure so seriously influencing their destiny for good or for evil, will be introduced into Parliament, without affording them an opportunity of previously expressing their sentiments upon it.

NEWS FROM THE INTERIOR.

(From our Correspondents.)

BERRIMA.

FATAL ACCIDENT.—It is our melancholy duty to record the sudden death of Mr. John Henry Throsby, (the third son of Charles Throsby, Esq., of Throsby Park), which occurred on Tuesday, the 25th April last. An inquiry was held on the deceased by Dr. Bransby, the Coroner, at which it transpired that the deceased was, on the day of his death, with some men running in a herd of cattle, and whilst following them at full speed, his horse fell, throwing him with great violence on his head, and fracturing the skull. The horse also rolled over him as he lay on the ground in a state of insensibility. Mr. Throsby, on hearing the dreadful news, proceeded to the spot in a gig, and took the deceased home; he died the same night about nine o'clock. Deceased was universally respected in the district for the urbanity of his manners, and strict moral rectitude of conduct. He was buried in the Bong Bong churchyard, and every individual who knew when the funeral was to take place attended, to testify the great respect that was entertained for him.

Our district has been for some time past the scene of several unhappy and fatal accidents. A few days since, a man named Friday, whilst standing in front of his hut, in the township, fell, and instantly expired. Shortly previous to this, a young man named Norris, who was the sole prop of an aged parent, whilst riding on the road towards his home, came in contact with a tree, which threw him from his horse and killed him. Another man named Sielk, was in the like manner killed at Bullio, whilst indeavouring to get a beast into the stockyard. When we reflect on the numerous fatal accidents that occur through over venturesome riding, it does seem surprising that more caution is not used whilst occupied in the dangerous task of collecting cattle.

PICTON.

On Thursday last, Mr. Benjamin Crow, who keeps an inn six miles on the Sydney side of Berrima, discovered that the till of his counter had been robbed, and as his cook, John Wilson, absconded the same day, Mr. Crow suspected him to be the thief, and went in pursuit. On Saturday afternoon, Mr. Crow gave information to Mr. Hildebrand, the Chief Constable of Picton, who in a few hours fortunately succeeded in capturing Wilson, but not till Mr. H.'s finger had been severely bitten in the struggle. Mr. H. perceived Wilson put something in his mouth, and immediately seized him by the throat, and after choking him till he was black in the face, he spat out the identical ten-pound note, which had been stolen from Mr Crow, as Mr. C. knew it at once by a private mark. Too much praise cannot be awarded to Mr. Hildebrand for this and numerous other instances of tact, promptness, and zeal evinced by him, in the really arduous duties he has to perform.

GOVERNMENT GAZETTE.

FRIDAY, MAY 5, 1848.

IMPOUNDINGS.

MUSWELLBROOK.—April 28: Bay colt, star in forehead, black points, branded like M off shoulder, two years old, 14 hands high. Bay filly, black points, branded JT or JP near shoulder, W under saddle near side, seems to be of the Timor breed, two years old, 13 hands high; damages 3s. each. Red cow, near flank white, white tail, branded F M near rump, red and white male calf by her side unbranded. Red steer, branded like 56 off shoulder, if any other brand not legible. Red heifer, off flank white, top off near ear, branded 8 7D conjoined off rump, 1 off ribs. Red sided poley cow, white back and belly, branded apparently JC off rump, red male calf by her side unbranded; damages 1s. each. If not released on or before the 24th May they will be sold. J. MADDY. 12s. 3d.

TAMWORTH.—By order of R. Pringle, Esq., from Bubbleguley, for common trespass, April 29: Grey mare, switch tail, branded JR off shoulder, apparently OH conjoined near side under saddle, aged, 13 hands high; damages 3d. Black poley cow, branded EB near ribs, calf unbranded. Red and white cow, branded m off rump, IC over S off thigh, calf unbranded. Brindle and white steer, illegible brand near rump and ribs. Red and white yearling bull, unbranded. Yellow small horn bullock, branded apparently ED off rump. Red and white poley bullock, branded J-C near rump, J-C near thigh. Yellow and white cow, branded apparently cE off rump, off ear notched. Red and white spotted steer, illegible brand off rump and thigh. Yellow and white bullock, branded apparently TE over W near rump, near ear notched. Red and white bull stag, branded JS off rump, illegible brand off thigh, 9 near rump, near ear slit; damages 3d. each. If not released on or before the 30th May they will be sold. J. SHEPHERD. 11s. 3d.

PROSPECT.—April 29: Red poley heifer, little white on rump, branded on the near hip JJ. Brindle cow, branded off hip apparently WO. If the above cattle are not released they will be sold at the Prospect Pound, on the 29th May. W. ADAMS. 9s. 3d.

ST. ALBAN'S, SCONE.—On the 23rd April, from Cuen Cuen—Strawberry cow, branded near rump Y within circle, heifer calf by her side. Red sided cow, branded off ribs ™ over WT, heifer calf by her side. Dark brown cow, branded off thigh B, white heifer calf by her side. Black bull, white belly, no brand legible. Red sided bullock, branded off rump like IR over 11, twelve months old. Brindle bullock, branded near rump like WD conjoined. The 26th April, by order of F. Little, Esq., J.P.—Black poley bullock, white on belly and legs, branded off ribs JBR. White bull, branded near ribs JR conjoined with a cross and 8 over. Strawberry bull, short horn on near side, no brand legible. Red and white bullock, illegible brand off rump like ■. Red sided heifer, branded off rump gI over IR. Red and white spotted cow, branded near ribs o over FT, near rump W. Brown and white spotted cow, branded near ribs o over FT near shoulder 12B, on near rump 3C, off rump W. Brindle sided cow, branded near ribs o over FT, near rump W: damages 3d. per head. The last three head of cattle are supposed to be the property of Mr. Foot, who has been served with due notice. If the above cattle are not released in twenty-four days from the first publication, they will be sold. J. CLARK. 18s. 3d.

GUNDAROO.—On the 28th April, by J. W. Parker, Esq.: Brindle cow, white hind legs and belly, brand on milking side not legible, with a brindle bull calf unbranded; damages 1s per head. If not released, they will be sold on the 14th May. J. WIGHART. 9s.

MURRUMBA.—On the 5th April, from station of T. Hall, Esq., Hall Creek:—Strawberry working bullock, near side horn of, off shoulder S over 54, with a stroke through it. Brindle cow, white back, near rump RL, near ribs blotch brand like PY off ribs LT, near the shoulder O, a blotch brand in centre. Re-advertised on account of the brand not being described correctly. If not released on or before the 23rd May, they will be sold. C THOMPSON. 10s. 3d.

HARTLEY.—April 15: Aged bay mare, black points, mane and short tail, blind off the left eye, like TE near side under the saddle, AA on the off shoulder, like 257 off shoulder, said to be sixteen years old, fourteen hands three inches high, damages £1. J. M'CAY. 9s.

WOLLONGONG.—On the 8th April, by Dr. Jennett, o Dapto, Illawarra: Dark brown steer, about fourteen months old, branded MOCJST, No. 3. Red heifer, no brand visible, about fifteen months old, bull headed, trespass 3d. per head, to be sold on the 21st May. C. F. SMITH. 9s.

Printed and Published by CHARLES KEMP *and* JOHN FAIRFAX, *at the Morning Herald Printing Office, Lower George-street, Sydney, New South Wales, Saturday, May 6, 1848.*

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